

FILE

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Case Number: 01-0393-EL-CSS

Date of Confidential Document: 10/29/2001

Release Date: 08/01/2022

Page Count: 410

Document Description: Confidential Documents Filed 10/29/01 - Part 3 of 6

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Technician EL Date Processed 8/1/2022

01-393-EL-CSS

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.

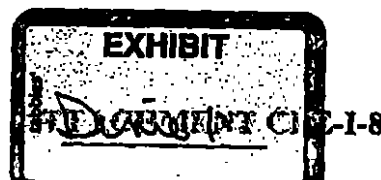
We understand that the lists of irregular and valid Customer Accounts from which we will be working are the responsibility of FirstEnergy Corp. and thus the integrity of such lists are the responsibility of the Company. We also understand that the Company's ultimate objective is to determine the validity 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 _____

AGREED-ON 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
<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>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.</p> <p>Customer Account (or Contract) - An individual customer account (or contract) that is included in a Supplier Claim.</p> <ol style="list-style-type: none"> 1. For each Supplier Claim, obtain from FirstEnergy the listings of the believed irregular Customer Accounts and the believed valid Customer Accounts. 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. 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 		

AGREED CON 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

AGREED 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	

▪ 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.

AGREED CON 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

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.
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).
11. Prepare a summary of the results of our work.
12. Report to FirstEnergy the results of our work.

Suppl	Line	Code	Claim	Comp	Custom	Claim	Acct	Spec	Code	Original	Converted	Customer
SUP	LINE	CLAIM	CO	CAT	TYPE	TYPE	RATE	ACCOUNT	NUMBER	ACCOUNT	NUMBER	CUSTOMER
	1	1817	CEI	O	M	L						
	2	1817	CEI	O	M	L						
	3	2434	CEI	O	M	L						
	4	1828	CEI	O	M							

Contract	Startdate	Contract	Enddate	Text	Request
START DATE	END DATE	ERROR	REQ	CAP	
01/01/01 12:00 AM	12/31/02 12:00 AM	Invalid Account Number	2	CNTR-00010	
01/01/01 12:00 AM	12/31/02 12:00 AM	Invalid Account Number	2	CNTR-00010	
01/01/01 12:00 AM	12/31/02 12:00 AM	Invalid Account Number	2	CNTR-00016	
Invalid Status-All Contracts for Claim			2,107	CNTR-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.



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EXHIBIT

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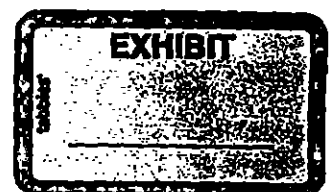
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EXHIBIT

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

[REDACTED]

In reviewing the contract with [REDACTED], I 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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are not the addressee indicated in this message (or responsible for
delivery of
the message to such person), you may not copy or deliver this message to
anyone.
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
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.

(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

Suppl Claimno	Originalcustacctno	Custacctno	Submissiondate	ComparCustomCialnty	Customername	AccRequestedStartdate	Enddate
CLAIM	ENTERED	GIS	DATE	CUST CLAIM		AC REQ	
LINE	SUPPLNO.	ACCT NO	SUBMITTED	CO	CAT	TYPE	START DATE
						TYRCAP	END DATE
1	ENR 1917	[REDACTED]	19/00 04:27 PM	CEI	O	M	98. 01/01/01 12:00 AM
2	ENR 1917	[REDACTED]	...28/00 04:27 PM	CEI	O	M	88. 01/01/01 12:00 AM

First-In, First-Out Claim Validation Queue

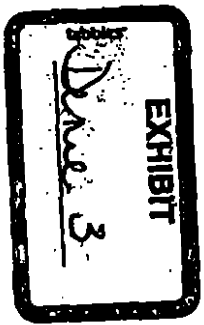
Row No.	Suppl Code	Comm Code	Cust. Cgja.	Claim Type	Sign Date	Submitt Date	Claim No.	Status Code	Original Rqsl.	Rqst. mW	Validated mW	Claim Error	Avail. mW	Remain. Rqst mW	Remain Valid. mW
4009															
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76 South Main Street
Akron, Ohio 44308

David M. Blank
Manager, Rate Department

330-384-5451

November 9, 2000

Dear Certified Electric Retail Supplier:

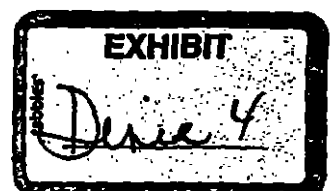
You have submitted a claim to FirstEnergy Corp. for Market Support Generation made available pursuant to the Stipulation and Recommendation approved in the Opinion and Order of the Public Utilities Commission of Ohio on July 19, 2000, in Case No. 99-1212-EL-ETP.

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.dinle@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

Hi!

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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Privileged/Confidential Information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone. 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 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.

(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	
972	

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

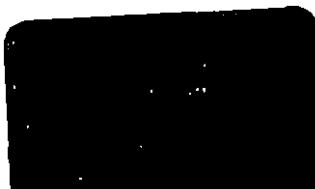
REDACTED

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

1756 IEU

0.762

0.077

0.839

181.630

approve (dupl)

approve (dupl)

approve

approve

approve

approve

approve (dupl)

approve

approve

approve

REDACTED

REDACTED

REDACTED

REDACTED

pending

previously approved
previously approved

REDACTED

Summary

IEU	170.7	0.4	30.1	3.0	24.4	2.1	225.2	11.5	238.6
TOL	0.0	0.0	0.0	0.0	37.2	3.7	37.2	3.7	40.9
Total	287.8	12.0	152.5	13.2	84.6	3.5	524.8	28.6	553.4
	289.7		165.6			68.1			

REF DATED

Approve
Approve

REDACTED

U D A C T E D

RETRACTED

REDACTED
REDACTED

Allocated Claims as of December 21, 2000

Other Retail

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

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

REDACTED City of Toledo

REDACTED

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

IEU									
Approved claims ==>									
Company	Claim Number	MW (measured at customer meter)						(8.933 remains in queue due to MW limit)	
OE	55	for	170.704						
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									

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

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

		Company	Claim Number	MW (measured at customer meter)	
TOL	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

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

REDACTED

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

Approved claims ==>

REDACTED

To: vespolil@firstenergycorp.com, korkosza@firstenergycorp.com, greenr@firstenergycorp.com, dinicolar@firstenergycorp.com, rainese@firstenergycorp.com
cc: marshr@firstenergycorp.com, Denise R. Dine
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. Dine

Market Support Generation

confidential—not for disclosure

Allocated Claims as of December 21, 2000

"Other Retail"

	CIS	losses	total	CIS	losses	total	CIS	losses	total	losses	MSG
--	-----	--------	-------	-----	--------	-------	-----	--------	-------	--------	-----

Suppliers

REDACTED

IEU	170.7	6.4	177.1	30.1	3.0	33.0	24.4	2.1	26.5	225.2	11.5	238.6
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	84.6	3.5	88.1	524.8	28.6	553.4

Amount available

300.0 (still auditing CEI claims)

230.0 (more to be allocated to TOL)

620.0

Residential

REDACTED

key to suppliers

REDACTED

IEU Industrial Energy Users

TOL City of Toledo

REDACTED

To: Denise R. Dinie
cc:
Date: 12/21/2000 11:06 PM
From: dmblank@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. Burnell/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 ==>		OE	55	for	170.704	MW (measured at customer meter)	(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

Company Claim Number MW (measured at customer meter)

REDACTED

REDACTED

000093

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)	
TOL	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

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

Market Support Generation

confidential—not for disclosure

Allocated Claims as of December 21, 2000

"Other Retail"

REDACTED
ICIS losses Total

Suppliers

REDACTED

IEU	170.7	8.4	177.1	30.1	3.0	33.0	24.4	2.1	28.5	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
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

IEU Industrial Energy Users

TOL

REDACTED
City of Toledo

Redacted

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 :

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



REDACTED
REDACTED
REDACTED
REDACTED
REDACTED
REDACTED

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

000113

LED ACTED
LED ACTED
LED ACTED

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

17645.84

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

LED ACTED
LED ACTED
LED 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

RED ACTED
RED ACTED
RED ACTED

2.76
0.2
3.99
5.12
28.17
377.04
15.76
1.85
152.24
5
76.11
14.47
312.87
861.87
5.16
6.18
9.45
80.08
70.01
0.58
2.26
7.7
5.58
2.95
6.63
0.14
4.39
16.1
0.56
4.35
0.17
1.78
0.46
1.68
1.15
0.09
6.02
1.85
23.82
0.67
4.94
0.88
0.42
60.39
0.84
4.39
27.1
30.44
0.32
16.36
4.81
46.02
25
33.48
166.08
312.03

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

Arthur Andersen
ABA

To: dmbblank@firstenergycorp.com
cc:
Date: 10/30/2000 03:40 PM
From: Denise R. Dinie, 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

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Denise R. Dinie



CONFIDENTIAL

000071

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

~~Re: 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.

which queue?

4 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

live's beginning of an audit workprogram

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)⁸ 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.⁹

⁸ Such alternative to be consistent with the verification required by the PUCO for CRES certification

⁹ 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.

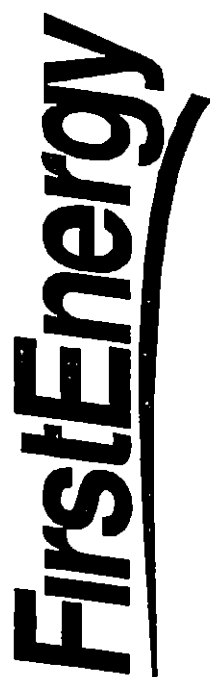
To: Denise R. Dinle
cc:
Date: 10/26/2000 01:01 PM
From: davisn@firstenergycorp.com
Subject: MSG Presentation

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



Market Support Generation Workshop

October 2, 2000

Market Support Generation: FirstEnergy Registration

- 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 and linking to Supplier Services in the left hand navigation.



Market Support Generation: FirstEnergy Registration

- 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.

Market Support Generation: FirstEnergy Registration

- 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

- 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
 - (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	Refresh	MSG or non-MSG
Operating Company	Edison Residential		Edison Residential	
	Remaining [MW]	158.78	Remaining [MW]	170.00
Operating Company	Edison Residential		Edison Residential	
	Unclaimed [MW]	133.16	Unclaimed [MW]	69.99
Operating Company	Edison Other		Edison Other	
	Remaining [MW]	295.00	Remaining [MW]	86.69
Operating Company	Edison Other		Edison Other	
	Unclaimed [MW]	294.75	Unclaimed [MW]	86.69

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").

Generator	Remaining (MW)	Unclaimed (MW)
Ohio Edison Residential	59	48

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.

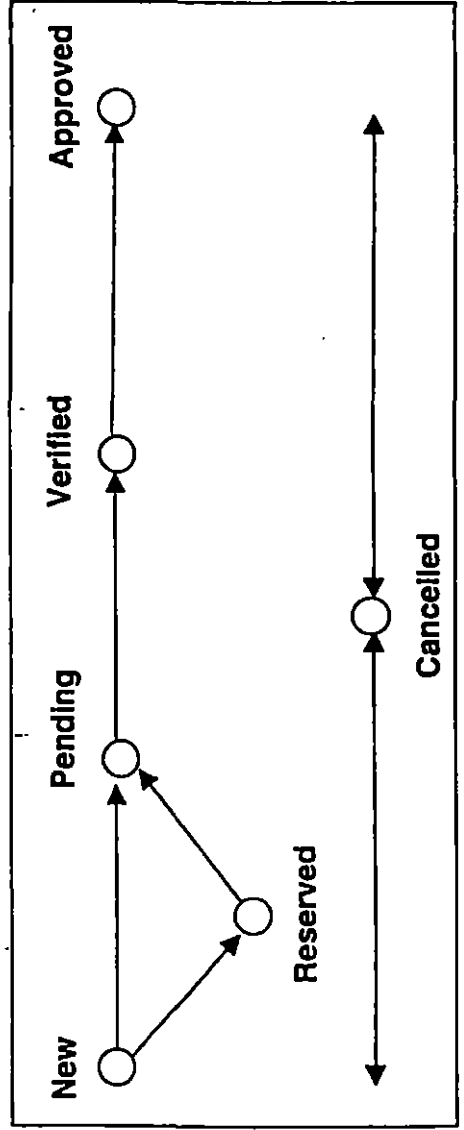
Non-MSG (Loss-Free) Claim Entry for OE Residential Service

Claim Number	286
Starting Date	Jan 2001
Ending Date	Dec 2002
Claim State	Open

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]

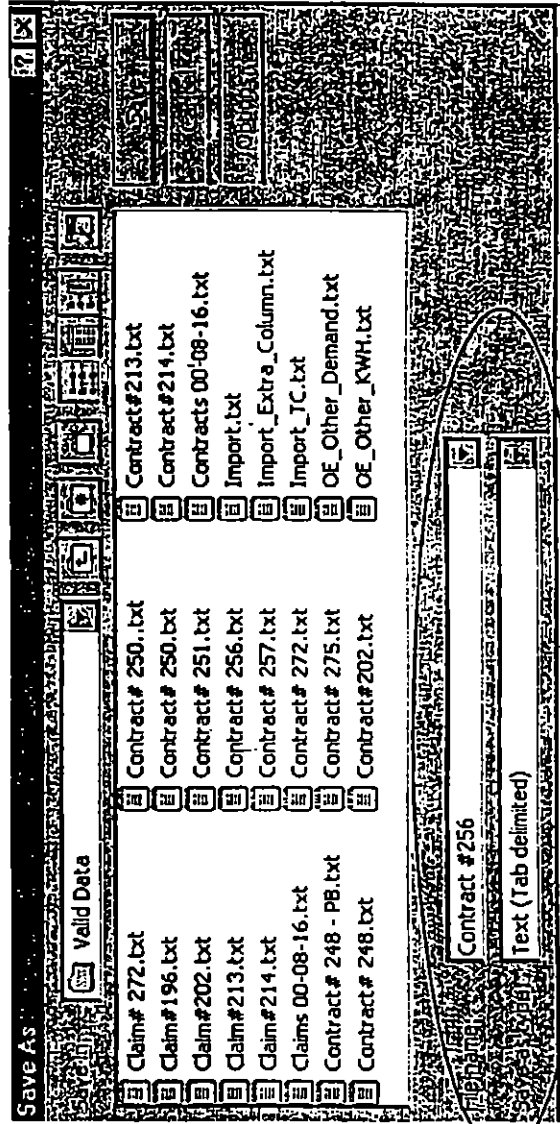


C	11.00
C	9.50
L	6.58
L	4.28
L	5.57
C	11.50
C	8.50
C	8.00
C	7.50
L	7.30
L	6.38
C	11.50

FirstEnergy

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)

- 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.
- | Company | Customer Class | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 |
|---------|----------------|-------|-------|-------|-------|-------|-------|
| Conoco | Commercial | 30.83 | 32.89 | 32.75 | 34.98 | 37.19 | 37.19 |
| | Industrial | 26.29 | 27.73 | 27.98 | 30.04 | 31.88 | 31.88 |
| | Residential | 31.64 | 33.46 | 33.70 | 36.18 | 38.24 | 38.24 |
| Oxy | Commercial | 30.83 | 32.89 | 32.75 | 34.98 | 37.19 | 37.19 |
| | Industrial | 26.23 | 27.73 | 27.98 | 30.04 | 31.88 | 31.88 |
| | Residential | 31.19 | 32.98 | 33.22 | 35.66 | 37.69 | 37.69 |
| Oxy | Commercial | 30.83 | 32.89 | 32.75 | 34.98 | 37.19 | 37.19 |
| | Industrial | 26.23 | 27.73 | 27.98 | 30.04 | 31.88 | 31.88 |
| | Residential | 31.19 | 32.98 | 33.22 | 35.66 | 37.69 | 37.69 |
- Can communicate with FirstEnergy through the Contact Us option from the web site.

[Claims Procedure](#)
[Pricing Download](#)
[Contact Us](#)

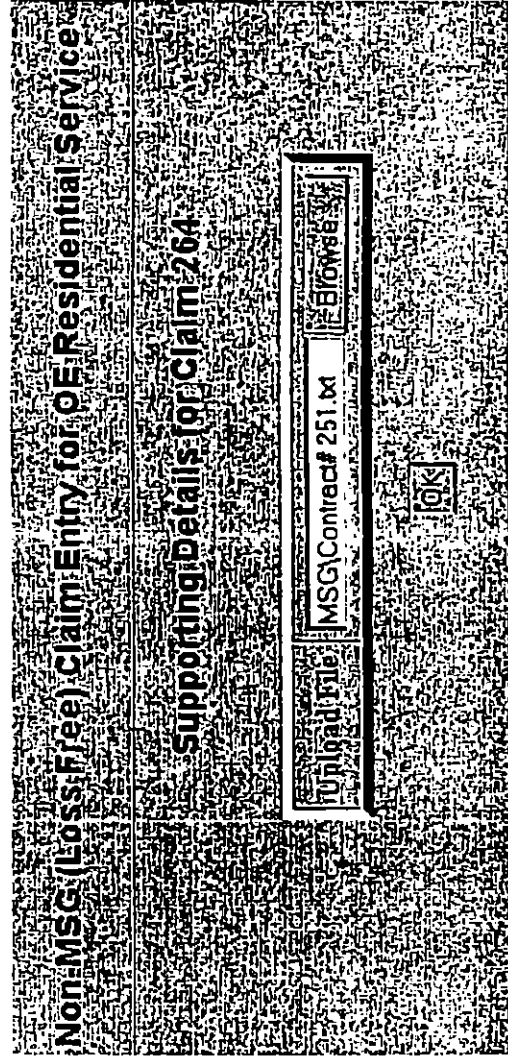
MSG - Claim List Page (Example)

- Displays all claims for that Supplier by the selected "pool".

Non-MSG (Loss Free) Claim Entry for OE Residential Service							User Info for Marc Vaccaro
Claim	Status	Reserved [KW]	Supporting Contracts [KW]	Pending [KW]	Approved [KW]	Actions	
250	Verified		85,000	85,000	0,000	View Details Go	
256	Approved		0,168	0,000	0,168	View Approved Amounts Go	
257	Verified		51,889	51,890	0,000	View Details Go	
264	New		0,000	0,000	0,000	Reserve Power for this Claim Go	
298	Approved	400,000	399,576	0,000	399,576	View Approved Amounts Go	
Add Edit							

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	2,298	Invalid Account Number
8474	Residential	215811000926901	6,744	Invalid Account Number
8476	Residential	215811000956401	2,298	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.
- Contact FirstEnergy by sending an e-mail to 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**

	<u>OE</u>	<u>CEI</u>	<u>TE</u>
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

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

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 x 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:

$$\text{kW} = .004194 \times \text{kWh} "$$

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 ($kW = .004194 \times kWh$) 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 results, 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 erred 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 document¹
- 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

¹ 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 ²	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

² "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.

Category 11 Toledo Edison
Category 12 " "

Residential at least 42 MW
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 serves³. 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)⁴:
- (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

³ 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.

⁴ 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)⁵. 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" ⁶
- (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.

⁵ 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.

⁶ 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.⁷

⁷ 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)⁸ 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.⁹
- (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.¹⁰
- (vi) determination that there is remaining capacity to meet the claim for the Company and retail customer class as identified in the application.¹¹
- (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:

⁸ Such alternative to be consistent with the verification required by the PUCO for CRES certification

⁹ 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

¹⁰ This tariff and its subsequent service agreement mandate all requirements for scheduling, delivery, and billing.

¹¹ 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 days¹², 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

¹² 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

October 5, 2000

To: Bumelld@firstenergycorp.com
cc: headingsd@firstenergycorp.com, dmblank@firstenergycorp.com,
korkosza@firstenergycorp.com, Denise R. Dinie
Date: 01/12/2001 08:03 AM
From: vaccarom@firstenergycorp.com
Subject: New MSG URL...

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

To: Rilck G. Noel@ANDERSEN WO
cc:
Date: 11/07/2000 03:21 PM
From: Denise R. Dinie, Cleveland, 781 / 2759
Subject: MSG Supplier Claims Review

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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Denise R. Dinie

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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

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. 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.
 - A. Customer account number (insert column name and number of the column from the listings prepared by FirstEnergy)
 - B. Customer name (insert column name and number of the column from the listings prepared by FirstEnergy)
 - C. Service address (insert column name and number of the column from the listings prepared by FirstEnergy)
 - D. Quantity of generation claimed (insert column name and number of the column from the listings prepared by FirstEnergy)
 - 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)
 - F. Duration (period) (insert column name and number of the column from the listings prepared by FirstEnergy)

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:

- 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

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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

- 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 by claim of the results of our work.
6. Draft a representation letter regarding the procedures that have been agreed upon and obtain a signed copy from FirstEnergy.

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CLAIMS FOR PROCESSING - 01/29/01

TE

Claims for Denise to audit

RED ACITED

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

To: murraykm@MWNCMH.COM
cc: Burnelld@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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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.

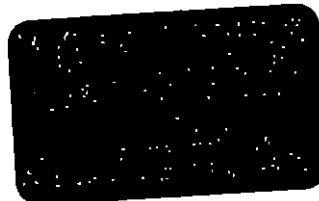
Thanks, Marc

----- 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 RE: 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



- LEAD (RED) -opped accounts.xls

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Denise R. Dinie

Supplier Code	Claim No	Comp	Custom	Claimy	Acct	Acct	Original	Original	Customer	Contract	Contract	Contract	Request
SUP	LINE	CLAIM	CO	CAT	TYPE	RATE	ACCOUNT	NUMBER	CUSTOMER	START DATE	END DATE	ERROR	ERR
IEU	1	2340	CEI	O	M	L				01/01/01	12:00 AM	12/31/05	100
IEU	2	2340	CEI	O	M	L				01/01/01	12:00 AM	12/31/05	100
IEU	3	2340	CEI	O	M	L				01/01/01	12:00 AM	12/31/05	100

DECLINED

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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Denise R. Dinie

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000131

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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000134

anything by before Nov. 18 - need to get ASC 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	10	M
- REDACTED			
IEU	2340 x	10	M
REDACTED			
REDACTED			

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000135

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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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
✓	REDACTED			
✓	REDACTED			
N/A	REDACTED			
✓	REDACTED			
✓	IEU	1756 ✓	0	M
✓	REDACTED			
✓	REDACTED			
✓	REDACTED			
✓	REDACTED			
✓	REDACTED			
✓	IEU	2340 will be IEU 0		M
✓	REDACTED			
✓	REDACTED			

not yet reviewed
as may

not get MSG allocation -
consider top non-MSG

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000137

NED ACTED

2191

0

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	O	M
REDACTED			
IEU	2340	O	M
REDACTED			
REDACTED			

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000139

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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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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000142

>Internet Email Confidentiality
> Footer.....

>

>

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> firm shall be understood as neither given nor endorsed by it.

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>

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Denise R. Dinie

**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

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000144

To: Denise R. Dinie
cc: dmblank@firstenergycorp.com, BurnellD@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. Dinie

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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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. Dinie

REDACTED REDACTED

REDACTED

Industrial Energy Users
Columbus

REDACTED

REDACTED REDACTED

REDACTED REDACTED

REDACTED REDACTED

REDACTED REDACTED

REDACTED

City of Toledo -

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000184

do by fax & phone?
is there even a contract?

someone involved w/ budgeting determined this
was the way to go.

Dave Blank 330-384-5451

- IEU
- IEU results - 1 msg. contract
 - IEU msg. customer afcs on FE listini

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. Blanche

• have placed a call to REDACTED she has returned call

• potentially have to do REDACTED

- next week?

(next couple of weeks)

1000 accounts REDACTED

100 claims REDACTED

many are dups., REDACTED REDACTED
etc.

REDACTED

REDACTED

Industrial Energy Users - Columbus ① probably not going to qualify

REDACTED

REDACTED

REDACTED

TOL - City of Toledo?

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

> 5k do?

> 1k 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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4
REDACTED

- 4
- IEU - ~~I~~ need to w/ credit arrangements between IEU/FES
and customer in accordance w/ USA
- changes to summary
 - flw w/ IEU re: customer name differences
 - when did REDACTED a/c's get submitted? after 10/20? (OK)
 - 2 contracts w/o dates

4
REDACTED
REDACTED
REDACTED

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000201

subject to FES NSA, which
has not been finalized

REDACTED not data

since (19) not subject to
initial review

opt out phases REDACTED

Doc	Chm	Supp	Co	Chm	Cur	Account	Customer	Contract	Contract	Contract
1073	08	CEU	CEU	0	M					11/01 12/31/05
1074	08	CEU	CEU	0	M					11/01 12/31/05
1075	08	CEU	CEU	0	M					11/01 12/31/05
1076	08	CEU	CEU	0	M					11/01 12/31/05
1077	08	CEU	CEU	0	M					11/01 12/31/05
1078	08	CEU	CEU	0	M					11/01 12/31/05
1079	08	CEU	CEU	0	M					11/01 12/31/05
1080	08	CEU	CEU	0	M					11/01 12/31/05
1081	08	CEU	CEU	0	M					11/01 12/31/05
1082	08	CEU	CEU	0	M					11/01 12/31/05
1083	08	CEU	CEU	0	M					11/01 12/31/05
1084	08	CEU	CEU	0	M					11/01 12/31/05
1085	08	CEU	CEU	0	M					11/01 12/31/05
1086	08	CEU	CEU	0	M					11/01 12/31/05
1087	08	CEU	CEU	0	M					11/01 12/31/05
1088	08	CEU	CEU	0	M					11/01 12/31/05
1089	08	CEU	CEU	0	M					11/01 12/31/05
1090	08	CEU	CEU	0	M					11/01 12/31/05
1091	08	CEU	CEU	0	M					11/01 12/31/05
1092	08	CEU	CEU	0	M					11/01 12/31/05
1093	08	CEU	CEU	0	M					11/01 12/31/05
1094	08	CEU	CEU	0	M					11/01 12/31/05
1095	08	CEU	CEU	0	M					11/01 12/31/05
1096	08	CEU	CEU	0	M					11/01 12/31/05
1097	08	CEU	CEU	0	M					11/01 12/31/05
1098	08	CEU	CEU	0	M					11/01 12/31/05
1099	08	CEU	CEU	0	M					11/01 12/31/05
1100	08	CEU	CEU	0	M					11/01 12/31/05
1101	08	CEU	CEU	0	M					11/01 12/31/05
1102	08	CEU	CEU	0	M					11/01 12/31/05
1103	08	CEU	CEU	0	M					11/01 12/31/05
1104	08	CEU	CEU	0	M					11/01 12/31/05
1105	08	CEU	CEU	0	M					11/01 12/31/05
1106	08	CEU	CEU	0	M					11/01 12/31/05
1107	08	CEU	CEU	0	M					11/01 12/31/05
1108	08	CEU	CEU	0	M					11/01 12/31/05
1109	08	CEU	CEU	0	M					11/01 12/31/05
1110	08	CEU	CEU	0	M					11/01 12/31/05
1111	08	CEU	CEU	0	M					11/01 12/31/05
1112	08	CEU	CEU	0	M					11/01 12/31/05
1113	08	CEU	CEU	0	M					11/01 12/31/05
1114	08	CEU	CEU	0	M					11/01 12/31/05
1115	08	CEU	CEU	0	M					11/01 12/31/05
1116	08	CEU	CEU	0	M					11/01 12/31/05
1117	08	CEU	CEU	0	M					11/01 12/31/05
1118	08	CEU	CEU	0	M					11/01 12/31/05
1119	08	CEU	CEU	0	M					11/01 12/31/05
1120	08	CEU	CEU	0	M					11/01 12/31/05
1121	08	CEU	CEU	0	M					11/01 12/31/05
1122	08	CEU	CEU	0	M					11/01 12/31/05
1123	08	CEU	CEU	0	M					11/01 12/31/05
1124	08	CEU	CEU	0	M					11/01 12/31/05
1125	08	CEU	CEU	0	M					11/01 12/31/05
1126	08	CEU	CEU	0	M					11/01 12/31/05
1127	08	CEU	CEU	0	M					11/01 12/31/05
1128	08	CEU	CEU	0	M					11/01 12/31/05
1129	08	CEU	CEU	0	M					11/01 12/31/05
1130	08	CEU	CEU	0	M					11/01 12/31/05
1131	08	CEU	CEU	0	M					11/01 12/31/05
1132	08	CEU	CEU	0	M					11/01 12/31/05
1133	08	CEU	CEU	0	M					11/01 12/31/05
1134	08	CEU	CEU	0	M					11/01 12/31/05
1135	08	CEU	CEU	0	M					11/01 12/31/05
1136	08	CEU	CEU	0	M					11/01 12/31/05
1137	08	CEU	CEU	0	M					11/01 12/31/05
1138	08	CEU	CEU	0	M					11/01 12/31/05
1139	08	CEU	CEU	0	M					11/01 12/31/05
1140	08	CEU	CEU	0	M					11/01 12/31/05
1141	08	CEU	CEU	0	M					11/01 12/31/05
1142	08	CEU	CEU	0	M					11/01 12/31/05
1143	08	CEU	CEU	0	M					11/01 12/31/05
1144	08	CEU	CEU	0	M					11/01 12/31/05
1145	08	CEU	CEU	0	M					11/01 12/31/05
1146	08	CEU	CEU	0	M					11/01 12/31/05
1147	08	CEU	CEU	0	M					11/01 12/31/05
1148	08	CEU	CEU	0	M					11/01 12/31/05
1149	08	CEU	CEU	0	M					11/01 12/31/05
1150	08	CEU	CEU	0	M					11/01 12/31/05
1151	08	CEU	CEU	0	M					11/01 12/31/05

REDACTED REDACTED
REDACTED REDACTED
REDACTED REDACTED

Row	Claim	Supplier	Co	Type	Cd	Account	Customer/Name	Customer	Type	Status	Startdate	Enddate
1723	66	IEU	CEI	O	M					V	11/01/12	12/31/03
1724	66	IEU	CEI	O	M					V	11/01/12	12/31/03
1725	66	IEU	CEI	O	M					V	11/01/12	12/31/03
1726	66	IEU	CEI	O	M					V	11/01/12	12/31/03
1727	66	IEU	CEI	O	M					V	11/01/12	12/31/03
1728	66	IEU	CEI	O	M					V	11/01/12	12/31/03
Total 66												

REDACTED

Row	Claim	Supplier	Co	Claim	Cost	Account	Customer Name	Customer	Accr	Contract	Contract	Contract
			Type	Type	Est				Type	Status	Standard	Enddate
39857	1758	IEU	CEI	O	M				L	C	1/1/01	12/31/05
										Total C		
39858	1758	IEU	CEI	O	M				L	V	1/1/01	12/31/05
										Total V		
01/01/15												

REDACTED

1/24

000206

subject to FES MSA,
which has not been
finalized

Row	Claim	Supplier	Co. Type	Client	Cust	Account	Customer Name	Customer	Act/Contract	Contract	Contract
39908	2140	IEU	CEI	O	M		REDACREN		L	1	11/01 12/31/05
	000 234									10001	

14/12/21
Dr. J. S. S.

subject to FES MSA,
which has not been

Freudlich

REDIRECTED

~~not listed~~ 10/18
get receipt of
amounts —
for date of 10/18

- buys - have gift-out

REDACTED

REBACED

5 (2nd)

• May not be. Xiong is not to ~~discuss~~ 12/12

REDACTED REDACTED
REDACTED REDACTED
REDACTED REDACTED

Row	Clinic	Referral Type	Co.	Contract	Account	Customer Name	Customer	Acct	Contract	Barcode	Endorse
								Type	Status		
631	55	IEU	OE	O	M			C	V	1/1/01	1201105
632	55	IEU	OE	O	M			C	V	1/1/01	1201105
633	55	IEU	OE	O	M			C	V	1/1/01	1201105
634	55	IEU	OE	O	M			C	V	1/1/01	1201105
635	55	IEU	OE	O	M			C	V	1/1/01	1201105
636	55	IEU	OE	O	M			C	V	1/1/01	1201105
637	55	IEU	OE	O	M			C	V	1/1/01	1201105
638	55	IEU	OE	O	M			C	V	1/1/01	1201105
639	55	IEU	OE	O	M			C	V	1/1/01	1201105
640	55	IEU	OE	O	M			C	V	1/1/01	1201105
641	55	IEU	OE	O	M			C	V	1/1/01	1201105
642	55	IEU	OE	O	M			C	V	1/1/01	1201105
643	55	IEU	OE	O	M			C	V	1/1/01	1201105
644	55	IEU	OE	O	M			C	V	1/1/01	1201105
645	55	IEU	OE	O	M			C	V	1/1/01	1201105
646	55	IEU	OE	O	M			C	V	1/1/01	1201105
647	55	IEU	OE	O	M			C	V	1/1/01	1201105
648	55	IEU	OE	O	M			C	V	1/1/01	1201105
649	55	IEU	OE	O	M			C	V	1/1/01	1201105
650	55	IEU	OE	O	M			C	V	1/1/01	1201105
651	55	IEU	OE	O	M			C	V	1/1/01	1201105
652	55	IEU	OE	O	M			C	V	1/1/01	1201105
653	55	IEU	OE	O	M			C	V	1/1/01	1201105
654	55	IEU	OE	O	M			C	V	1/1/01	1201105
655	55	IEU	OE	O	M			C	V	1/1/01	1201105
656	55	IEU	OE	O	M			C	V	1/1/01	1201105
657	55	IEU	OE	O	M			C	V	1/1/01	1201105
658	55	IEU	OE	O	M			C	V	1/1/01	1201105
659	55	IEU	OE	O	M			C	V	1/1/01	1201105
660	55	IEU	OE	O	M			C	V	1/1/01	1201105
661	55	IEU	OE	O	M			C	V	1/1/01	1201105
662	55	IEU	OE	O	M			C	V	1/1/01	1201105
663	55	IEU	OE	O	M			C	V	1/1/01	1201105
664	55	IEU	OE	O	M			C	V	1/1/01	1201105
665	55	IEU	OE	O	M			C	V	1/1/01	1201105
666	55	IEU	OE	O	M			C	V	1/1/01	1201105
667	55	IEU	OE	O	M			C	V	1/1/01	1201105
668	55	IEU	OE	O	M			C	V	1/1/01	1201105
669	55	IEU	OE	O	M			C	V	1/1/01	1201105
670	55	IEU	OE	O	M			C	V	1/1/01	1201105
671	55	IEU	OE	O	M			C	V	1/1/01	1201105
672	55	IEU	OE	O	M			C	V	1/1/01	1201105
673	55	IEU	OE	O	M			C	V	1/1/01	1201105
674	55	IEU	OE	O	M			C	V	1/1/01	1201105
675	55	IEU	OE	O	M			C	V	1/1/01	1201105
676	55	IEU	OE	O	M			C	V	1/1/01	1201105
677	55	IEU	OE	O	M			C	V	1/1/01	1201105
678	55	IEU	OE	O	M			C	V	1/1/01	1201105
679	55	IEU	OE	O	M			C	V	1/1/01	1201105
680	55	IEU	OE	O	M			C	V	1/1/01	1201105
681	55	IEU	OE	O	M			C	V	1/1/01	1201105
682	55	IEU	OE	O	M			C	V	1/1/01	1201105
683	55	IEU	OE	O	M			C	V	1/1/01	1201105
684	55	IEU	OE	O	M			C	V	1/1/01	1201105
685	55	IEU	OE	O	M			C	V	1/1/01	1201105
686	55	IEU	OE	O	M			C	V	1/1/01	1201105
687	55	IEU	OE	O	M			C	V	1/1/01	1201105
688	55	IEU	OE	O	M			C	V	1/1/01	1201105
689	55	IEU	OE	O	M			C	V	1/1/01	1201105
690	55	IEU	OE	O	M			C	V	1/1/01	1201105
691	55	IEU	OE	O	M			C	V	1/1/01	1201105
692	55	IEU	OE	O	M			C	V	1/1/01	1201105
693	55	IEU	OE	O	M			C	V	1/1/01	1201105
694	55	IEU	OE	O	M			C	V	1/1/01	1201105
695	55	IEU	OE	O	M			C	V	1/1/01	1201105
696	55	IEU	OE	O	M			C	V	1/1/01	1201105
697	55	IEU	OE	O	M			C	V	1/1/01	1201105
698	55	IEU	OE	O	M			C	V	1/1/01	1201105
699	55	IEU	OE	O	M			C	V	1/1/01	1201105
700	55	IEU	OE	O	M			C	V	1/1/01	1201105
701	55	IEU	OE	O	M			C	V	1/1/01	1201105
702	55	IEU	OE	O	M			C	V	1/1/01	1201105
703	55	IEU	OE	O	M			C	V	1/1/01	1201105
704	55	IEU	OE	O	M			C	V	1/1/01	1201105
705	55	IEU	OE	O	M			C	V	1/1/01	1201105
706	55	IEU	OE	O	M			C	V	1/1/01	1201105
707	55	IEU	OE	O	M			C	V	1/1/01	1201105
708	55	IEU	OE	O	M			C	V	1/1/01	1201105
709	55	IEU	OE	O	M			C	V	1/1/01	1201105
710	55	IEU	OE	O	M			C	V	1/1/01	1201105

REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED RED

Row	Client	Supplier	Co	Item	Unit	Account	Customer	Contract	Contract	Contract
				Type	Qty			Status	Start	End
781	55	IEU	OE	O	M			V	1/1/01	12/31/05
782	55	IEU	OE	O	M			V	1/1/01	12/31/05
783	55	IEU	OE	O	M			V	1/1/01	12/31/05
784	55	IEU	OE	O	M			V	1/1/01	12/31/05
785	55	IEU	OE	O	M			V	1/1/01	12/31/05
786	55	IEU	OE	O	M			V	1/1/01	12/31/05
787	55	IEU	OE	O	M			V	1/1/01	12/31/05
788	55	IEU	OE	O	M			V	1/1/01	12/31/05
789	55	IEU	OE	O	M			V	1/1/01	12/31/05
800	55	IEU	OE	O	M			V	1/1/01	12/31/05
801	55	IEU	OE	O	M			V	1/1/01	12/31/05
802	55	IEU	OE	O	M			V	1/1/01	12/31/05
803	55	IEU	OE	O	M			V	1/1/01	12/31/05
804	55	IEU	OE	O	M			V	1/1/01	12/31/05
805	55	IEU	OE	O	M			V	1/1/01	12/31/05
806	55	IEU	OE	O	M			V	1/1/01	12/31/05
807	55	IEU	OE	O	M			V	1/1/01	12/31/05
808	55	IEU	OE	O	M			V	1/1/01	12/31/05
809	55	IEU	OE	O	M			V	1/1/01	12/31/05
810	55	IEU	OE	O	M			V	1/1/01	12/31/05
811	55	IEU	OE	O	M			V	1/1/01	12/31/05
812	55	IEU	OE	O	M			V	1/1/01	12/31/05
813	55	IEU	OE	O	M			V	1/1/01	12/31/05
814	55	IEU	OE	O	M			V	1/1/01	12/31/05
815	55	IEU	OE	O	M			V	1/1/01	12/31/05
816	55	IEU	OE	O	M			V	1/1/01	12/31/05
817	55	IEU	OE	O	M			V	1/1/01	12/31/05
818	55	IEU	OE	O	M			V	1/1/01	12/31/05
819	55	IEU	OE	O	M			V	1/1/01	12/31/05
820	55	IEU	OE	O	M			V	1/1/01	12/31/05
821	55	IEU	OE	O	M			V	1/1/01	12/31/05
822	55	IEU	OE	O	M			V	1/1/01	12/31/05
823	55	IEU	OE	O	M			V	1/1/01	12/31/05
824	55	IEU	OE	O	M			V	1/1/01	12/31/05
825	55	IEU	OE	O	M			V	1/1/01	12/31/05
826	55	IEU	OE	O	M			V	1/1/01	12/31/05
827	55	IEU	OE	O	M			V	1/1/01	12/31/05
828	55	IEU	OE	O	M			V	1/1/01	12/31/05
829	55	IEU	OE	O	M			V	1/1/01	12/31/05
830	55	IEU	OE	O	M			V	1/1/01	12/31/05
831	55	IEU	OE	O	M			V	1/1/01	12/31/05
832	55	IEU	OE	O	M			V	1/1/01	12/31/05
833	55	IEU	OE	O	M			V	1/1/01	12/31/05
834	55	IEU	OE	O	M			V	1/1/01	12/31/05
835	55	IEU	OE	O	M			V	1/1/01	12/31/05
836	55	IEU	OE	O	M			V	1/1/01	12/31/05
837	55	IEU	OE	O	M			V	1/1/01	12/31/05
838	55	IEU	OE	O	M			V	1/1/01	12/31/05
839	55	IEU	OE	O	M			V	1/1/01	12/31/05
840	55	IEU	OE	O	M			V	1/1/01	12/31/05
841	55	IEU	OE	O	M			V	1/1/01	12/31/05
842	55	IEU	OE	O	M			V	1/1/01	12/31/05
843	55	IEU	OE	O	M			V	1/1/01	12/31/05
844	55	IEU	OE	O	M			V	1/1/01	12/31/05
845	55	IEU	OE	O	M			V	1/1/01	12/31/05
846	55	IEU	OE	O	M			V	1/1/01	12/31/05
847	55	IEU	OE	O	M			V	1/1/01	12/31/05
848	55	IEU	OE	O	M			V	1/1/01	12/31/05
849	55	IEU	OE	O	M			V	1/1/01	12/31/05
850	55	IEU	OE	O	M			V	1/1/01	12/31/05
851	55	IEU	OE	O	M			V	1/1/01	12/31/05
852	55	IEU	OE	O	M			V	1/1/01	12/31/05
853	55	IEU	OE	O	M			V	1/1/01	12/31/05
854	55	IEU	OE	O	M			V	1/1/01	12/31/05
855	55	IEU	OE	O	M			V	1/1/01	12/31/05
856	55	IEU	OE	O	M			V	1/1/01	12/31/05
857	55	IEU	OE	O	M			V	1/1/01	12/31/05
858	55	IEU	OE	O	M			V	1/1/01	12/31/05
859	55	IEU	OE	O	M			V	1/1/01	12/31/05
860	55	IEU	OE	O	M			V	1/1/01	12/31/05
861	55	IEU	OE	O	M			V	1/1/01	12/31/05
862	55	IEU	OE	O	M			V	1/1/01	12/31/05
863	55	IEU	OE	O	M			V	1/1/01	12/31/05
864	55	IEU	OE	O	M			V	1/1/01	12/31/05
865	55	IEU	OE	O	M			V	1/1/01	12/31/05
866	55	IEU	OE	O	M			V	1/1/01	12/31/05
867	55	IEU	OE	O	M			V	1/1/01	12/31/05
868	55	IEU	OE	O	M			V	1/1/01	12/31/05
869	55	IEU	OE	O	M			V	1/1/01	12/31/05
870	55	IEU	OE	O	M			V	1/1/01	12/31/05
871	55	IEU	OE	O	M			V	1/1/01	12/31/05

REDACTED REDACTED
REDACTED REDACTED
REDACTED REDACTED

Row	Colin	Supplier	Co	Client	Account	Customer	Type	Status	Standard	Contract	Contract	Enddate
872	55	IEU	OE	M			L	V	11/01	12/31/05		12/31/05
873	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
874	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
875	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
876	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
877	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
878	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
879	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
880	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
881	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
882	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
883	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
884	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
885	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
886	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
887	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
888	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
889	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
890	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
891	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
892	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
893	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
894	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
895	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
896	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
897	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
898	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
899	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
900	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
901	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
902	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
903	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
904	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
905	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
906	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
907	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
908	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
909	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
910	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
911	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
912	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
913	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
914	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
915	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
916	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
917	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
918	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
919	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
920	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
921	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
922	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
923	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
924	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
925	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
926	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
927	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
928	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
929	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
930	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
931	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
932	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
933	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
934	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
935	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
936	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
937	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
938	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
939	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
940	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
941	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
942	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
943	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
944	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
945	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
946	55	IEU	OE	O			L	V	11/01	12/31/05		12/31/05
Total \$5												

000211

• physics to SES, NSA,
 which has not been
 finalized

Row	Class	Supplier	Co	Claim	Claim	Account	Customer	Customer	Acct	Contract	Contract	Contract
			Type	Type	Cost				Type	Status	Start Date	End Date
3448	223	IEU	OE	O	M				L	V	1/1/01	12/31/03
3449	223	IEU	OE	O	M				L	V	1/1/01	12/31/03
3450	223	IEU	OE	O	M				L	V	1/1/01	12/31/03
3451	223	IEU	OE	O	M				L	V	1/1/01	12/31/03
Total 223												

REDACTED

subject in FES ask,
which has not been
finalized

REDACTED
Not subject to
for receipt of etc
(or)

I not subject to
initial issues

or 1/24

Row	Claim	Supplier	Co.	Claim	Cur.	Account	Customer	Customer	Contract	Contract
				Type	Cal.				Type	Enddate
007	01	TEU	TE	O	M				C	11/01/1201/05
008	01	TEU	TE	O	M				C	11/01/1201/05
009	01	TEU	TE	O	M				C	11/01/1201/05
010	01	TEU	TE	O	M				C	11/01/1201/05
011	01	TEU	TE	O	M				C	11/01/1201/05
012	01	TEU	TE	O	M				C	11/01/1201/05
013	01	TEU	TE	O	M				C	11/01/1201/05
014	01	TEU	TE	O	M				C	11/01/1201/05
015	01	TEU	TE	O	M				C	11/01/1201/05
016	01	TEU	TE	O	M				C	11/01/1201/05
017	01	TEU	TE	O	M				C	11/01/1201/05
018	01	TEU	TE	O	M				C	11/01/1201/05
019	01	TEU	TE	O	M				C	11/01/1201/05
020	01	TEU	TE	O	M				C	11/01/1201/05
021	01	TEU	TE	O	M				C	11/01/1201/05
022	01	TEU	TE	O	M				C	11/01/1201/05
023	01	TEU	TE	O	M				C	11/01/1201/05
024	01	TEU	TE	O	M				C	11/01/1201/05
025	01	TEU	TE	O	M				C	11/01/1201/05
026	01	TEU	TE	O	M				C	11/01/1201/05
027	01	TEU	TE	O	M				C	11/01/1201/05
028	01	TEU	TE	O	M				C	11/01/1201/05
029	01	TEU	TE	O	M				C	11/01/1201/05
030	01	TEU	TE	O	M				C	11/01/1201/05
031	01	TEU	TE	O	M				C	11/01/1201/05
032	01	TEU	TE	O	M				C	11/01/1201/05
033	01	TEU	TE	O	M				C	11/01/1201/05
034	01	TEU	TE	O	M				C	11/01/1201/05
035	01	TEU	TE	O	M				C	11/01/1201/05
036	01	TEU	TE	O	M				C	11/01/1201/05
037	01	TEU	TE	O	M				C	11/01/1201/05
038	01	TEU	TE	O	M				C	11/01/1201/05
039	01	TEU	TE	O	M				C	11/01/1201/05
040	01	TEU	TE	O	M				C	11/01/1201/05
041	01	TEU	TE	O	M				C	11/01/1201/05
042	01	TEU	TE	O	M				C	11/01/1201/05
043	01	TEU	TE	O	M				C	11/01/1201/05
044	01	TEU	TE	O	M				C	11/01/1201/05
045	01	TEU	TE	O	M				C	11/01/1201/05

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Row	Claim	Supplier	CA	Claim Type	Cust	Account	Customer Name	Customer	Contract	Contract	Contract
									Type	Status	Start/End
1046	01	ITU	TE	O	M				L	V	1/1/01 12/31/05
1047	01	ITU	TE	O	M				L	V	1/1/01 12/31/05
1048	01	ITU	TE	O	M				L	V	1/1/01 12/31/05
1049	01	ITU	TE	O	M				L	V	1/1/01 12/31/05
1050	01	ITU	TE	O	M				L	V	1/1/01 12/31/05
1051	01	ITU	TE	O	M				L	V	1/1/01 12/31/05
1052	01	ITU	TE	O	M				L	V	1/1/01 12/31/05
1053	01	ITU	TE	O	M				L	V	1/1/01 12/31/05
1054	01	ITU	TE	O	M				L	V	1/1/01 12/31/05
1055	01	ITU	TE	O	M				L	V	1/1/01 12/31/05
1056	01	ITU	TE	O	M				L	V	1/1/01 12/31/05
1057	01	ITU	TE	O	M				L	V	1/1/01 12/31/05
1058	01	ITU	TE	O	M				L	V	1/1/01 12/31/05
1059	01	ITU	TE	O	M				L	V	1/1/01 12/31/05
1060	01	ITU	TE	O	M				L	V	1/1/01 12/31/05
1061	01	ITU	TE	O	M				L	V	1/1/01 12/31/05
1062	01	ITU	TE	O	M				L	V	1/1/01 12/31/05
1063	01	ITU	TE	O	M				L	V	1/1/01 12/31/05
1064	01	ITU	TE	O	M				L	V	1/1/01 12/31/05
1065	01	ITU	TE	O	M				L	V	1/1/01 12/31/05
1066	01	ITU	TE	O	M				L	V	1/1/01 12/31/05
Total 01											

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000214

Notes - When approved?

CRIS provided approval?
12/4

buys w/ - DL # 2191

Row	Client	Supplier	Co	Item	Unit	Account	Customer	Customer	Acct	Contract	Status	Contract	Contract
2901	176	101	TE	O	M				1	C	C	11/01	12/1/05
2904	176	101	TE	O	M				1	C	C	11/01	12/1/05
2905	176	101	TE	O	M				1	C	C	11/01	12/1/05
2906	176	101	TE	O	M				1	C	C	11/01	12/1/05
2907	176	101	TE	O	M				1	C	C	11/01	12/1/05
2908	176	101	TE	O	M				1	C	C	11/01	12/1/05
2909	176	101	TE	O	M				1	C	C	11/01	12/1/05
2910	176	101	TE	O	M				1	C	C	11/01	12/1/05
2911	176	101	TE	O	M				1	C	C	11/01	12/1/05
2912	176	101	TE	O	M				1	C	C	11/01	12/1/05
2913	176	101	TE	O	M				1	C	C	11/01	12/1/05
2914	176	101	TE	O	M				1	C	C	11/01	12/1/05
2915	176	101	TE	O	M				1	C	C	11/01	12/1/05
2916	176	101	TE	O	M				1	C	C	11/01	12/1/05
2917	176	101	TE	O	M				1	C	C	11/01	12/1/05
2918	176	101	TE	O	M				1	C	C	11/01	12/1/05
2919	176	101	TE	O	M				1	C	C	11/01	12/1/05
2920	176	101	TE	O	M				1	C	C	11/01	12/1/05
2921	176	101	TE	O	M				1	C	C	11/01	12/1/05
2922	176	101	TE	O	M				1	C	C	11/01	12/1/05
2923	176	101	TE	O	M				1	C	C	11/01	12/1/05
2924	176	101	TE	O	M				1	C	C	11/01	12/1/05
2925	176	101	TE	O	M				1	C	C	11/01	12/1/05
2926	176	101	TE	O	M				1	C	C	11/01	12/1/05
2927	176	101	TE	O	M				1	C	C	11/01	12/1/05
2928	176	101	TE	O	M				1	C	C	11/01	12/1/05
2929	176	101	TE	O	M				1	C	C	11/01	12/1/05
2930	176	101	TE	O	M				1	C	C	11/01	12/1/05
2931	176	101	TE	O	M				1	C	C	11/01	12/1/05
2932	176	101	TE	O	M				1	C	C	11/01	12/1/05
2933	176	101	TE	O	M				1	C	C	11/01	12/1/05
2934	176	101	TE	O	M				1	C	C	11/01	12/1/05
2935	176	101	TE	O	M				1	C	C	11/01	12/1/05
2936	176	101	TE	O	M				1	C	C	11/01	12/1/05
2937	176	101	TE	O	M				1	C	C	11/01	12/1/05
2938	176	101	TE	O	M				1	C	C	11/01	12/1/05
2939	176	101	TE	O	M				1	C	C	11/01	12/1/05
2940	176	101	TE	O	M				1	C	C	11/01	12/1/05
2941	176	101	TE	O	M				1	C	C	11/01	12/1/05
2942	176	101	TE	O	M				1	C	C	11/01	12/1/05
2943	176	101	TE	O	M				1	C	C	11/01	12/1/05
2944	176	101	TE	O	M				1	C	C	11/01	12/1/05
2945	176	101	TE	O	M				1	C	C	11/01	12/1/05
2946	176	101	TE	O	M				1	C	C	11/01	12/1/05
2947	176	101	TE	O	M				1	C	C	11/01	12/1/05
2948	176	101	TE	O	M				1	C	C	11/01	12/1/05
2949	176	101	TE	O	M				1	C	C	11/01	12/1/05
2950	176	101	TE	O	M				1	C	C	11/01	12/1/05
2951	176	101	TE	O	M				1	C	C	11/01	12/1/05
2952	176	101	TE	O	M				1	C	C	11/01	12/1/05
2953	176	101	TE	O	M				1	C	C	11/01	12/1/05
2954	176	101	TE	O	M				1	C	C	11/01	12/1/05
2955	176	101	TE	O	M				1	C	C	11/01	12/1/05
2956	176	101	TE	O	M				1	C	C	11/01	12/1/05
2957	176	101	TE	O	M				1	C	C	11/01	12/1/05
2958	176	101	TE	O	M				1	C	C	11/01	12/1/05
2959	176	101	TE	O	M				1	C	C	11/01	12/1/05
2960	176	101	TE	O	M				1	C	C	11/01	12/1/05
2961	176	101	TE	O	M				1	C	C	11/01	12/1/05
2962	176	101	TE	O	M				1	C	C	11/01	12/1/05
2963	176	101	TE	O	M				1	C	C	11/01	12/1/05
2964	176	101	TE	O	M				1	C	C	11/01	12/1/05
2965	176	101	TE	O	M				1	C	C	11/01	12/1/05
2966	176	101	TE	O	M				1	C	C	11/01	12/1/05
2967	176	101	TE	O	M				1	C	C	11/01	12/1/05
2968	176	101	TE	O	M				1	C	C	11/01	12/1/05
2969	176	101	TE	O	M				1	C	C	11/01	12/1/05
2970	176	101	TE	O	M				1	C	C	11/01	12/1/05
2971	176	101	TE	O	M				1	C	C	11/01	12/1/05
2972	176	101	TE	O	M				1	C	C	11/01	12/1/05
2973	176	101	TE	O	M				1	C	C	11/01	12/1/05
2974	176	101	TE	O	M				1	C	C	11/01	12/1/05
2975	176	101	TE	O	M				1	C	C	11/01	12/1/05
2976	176	101	TE	O	M				1	C	C	11/01	12/1/05
2977	176	101	TE	O	M				1	C	C	11/01	12/1/05
2978	176	101	TE	O	M				1	C	C	11/01	12/1/05
2979	176	101	TE	O	M				1	C	C	11/01	12/1/05
2980	176	101	TE	O	M				1	C	C	11/01	12/1/05
2981	176	101	TE	O	M				1	C	C	11/01	12/1/05

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Rate	Class	Supplier	Co	Type	Unit	Amount	Customer	Contract	Contract	Contract
7982	176	TOA	TE	O	M			1/1/01	123103	
7983	176	TOA	TE	O	M			1/1/01	123103	
7984	176	TOA	TE	O	M			1/1/01	123103	
7985	176	TOA	TE	O	M			1/1/01	123103	
7986	176	TOA	TE	O	M			1/1/01	123103	
7987	176	TOA	TE	O	M			1/1/01	123103	
7988	176	TOA	TE	O	M			1/1/01	123103	
7989	176	TOA	TE	O	M			1/1/01	123103	
7990	176	TOA	TE	O	M			1/1/01	123103	
7991	176	TOA	TE	O	M			1/1/01	123103	
7992	176	TOA	TE	O	M			1/1/01	123103	
7993	176	TOA	TE	O	M			1/1/01	123103	
7994	176	TOA	TE	O	M			1/1/01	123103	
7995	176	TOA	TE	O	M			1/1/01	123103	
7996	176	TOA	TE	O	M			1/1/01	123103	
7997	176	TOA	TE	O	M			1/1/01	123103	
7998	176	TOA	TE	O	M			1/1/01	123103	
7999	176	TOA	TE	O	M			1/1/01	123103	
8000	176	TOA	TE	O	M			1/1/01	123103	
8001	176	TOA	TE	O	M			1/1/01	123103	
8002	176	TOA	TE	O	M			1/1/01	123103	
8003	176	TOA	TE	O	M			1/1/01	123103	
8004	176	TOA	TE	O	M			1/1/01	123103	
8005	176	TOA	TE	O	M			1/1/01	123103	
8006	176	TOA	TE	O	M			1/1/01	123103	
8007	176	TOA	TE	O	M			1/1/01	123103	
8008	176	TOA	TE	O	M			1/1/01	123103	
8009	176	TOA	TE	O	M			1/1/01	123103	
8010	176	TOA	TE	O	M			1/1/01	123103	
8011	176	TOA	TE	O	M			1/1/01	123103	
8012	176	TOA	TE	O	M			1/1/01	123103	
8013	176	TOA	TE	O	M			1/1/01	123103	
8014	176	TOA	TE	O	M			1/1/01	123103	
8015	176	TOA	TE	O	M			1/1/01	123103	
8016	176	TOA	TE	O	M			1/1/01	123103	
8017	176	TOA	TE	O	M			1/1/01	123103	
8018	176	TOA	TE	O	M			1/1/01	123103	
8019	176	TOA	TE	O	M			1/1/01	123103	
8020	176	TOA	TE	O	M			1/1/01	123103	
8021	176	TOA	TE	O	M			1/1/01	123103	
8022	176	TOA	TE	O	M			1/1/01	123103	
8023	176	TOA	TE	O	M			1/1/01	123103	
8024	176	TOA	TE	O	M			1/1/01	123103	
8025	176	TOA	TE	O	M			1/1/01	123103	
8026	176	TOA	TE	O	M			1/1/01	123103	
8027	176	TOA	TE	O	M			1/1/01	123103	
8028	176	TOA	TE	O	M			1/1/01	123103	
8029	176	TOA	TE	O	M			1/1/01	123103	
8030	176	TOA	TE	O	M			1/1/01	123103	
8031	176	TOA	TE	O	M			1/1/01	123103	
8032	176	TOA	TE	O	M			1/1/01	123103	
8033	176	TOA	TE	O	M			1/1/01	123103	
8034	176	TOA	TE	O	M			1/1/01	123103	
8035	176	TOA	TE	O	M			1/1/01	123103	
8036	176	TOA	TE	O	M			1/1/01	123103	
8037	176	TOA	TE	O	M			1/1/01	123103	
8038	176	TOA	TE	O	M			1/1/01	123103	
8039	176	TOA	TE	O	M			1/1/01	123103	
8040	176	TOA	TE	O	M			1/1/01	123103	
8041	176	TOA	TE	O	M			1/1/01	123103	
Total 176										

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date - version approved:

Class provided
approved:
12/14

Bugs. w/ 11 2191 70L

Row	Client	Supplier	Co	Type	Cur	Account	Customer	Customer	Contract	Contract	Contract
3169	189	TOL	TE	O	M				C	11/101	12/1105
3170	189	TOL	TE	O	M				C	11/101	12/1105
3171	189	TOL	TE	O	M				C	11/101	12/1105
3172	189	TOL	TE	O	M				C	11/101	12/1105
3173	189	TOL	TE	O	M				C	11/101	12/1105
3174	189	TOL	TE	O	M				C	11/101	12/1105
3175	189	TOL	TE	O	M				C	11/101	12/1105
3176	189	TOL	TE	O	M				C	11/101	12/1105
3177	189	TOL	TE	O	M				C	11/101	12/1105
3178	189	TOL	TE	O	M				C	11/101	12/1105
3179	189	TOL	TE	O	M				C	11/101	12/1105
3180	189	TOL	TE	O	M				C	11/101	12/1105
3181	189	TOL	TE	O	M				C	11/101	12/1105
3182	189	TOL	TE	O	M				C	11/101	12/1105
3183	189	TOL	TE	O	M				C	11/101	12/1105
3184	189	TOL	TE	O	M				C	11/101	12/1105
3185	189	TOL	TE	O	M				C	11/101	12/1105
3186	189	TOL	TE	O	M				C	11/101	12/1105
3187	189	TOL	TE	O	M				C	11/101	12/1105
3188	189	TOL	TE	O	M				C	11/101	12/1105
3189	189	TOL	TE	O	M				C	11/101	12/1105
3190	189	TOL	TE	O	M				C	11/101	12/1105
3191	189	TOL	TE	O	M				C	11/101	12/1105
3192	189	TOL	TE	O	M				C	11/101	12/1105
3193	189	TOL	TE	O	M				C	11/101	12/1105
3194	189	TOL	TE	O	M				C	11/101	12/1105
3195	189	TOL	TE	O	M				C	11/101	12/1105
3196	189	TOL	TE	O	M				C	11/101	12/1105
3197	189	TOL	TE	O	M				C	11/101	12/1105
3198	189	TOL	TE	O	M				C	11/101	12/1105
3199	189	TOL	TE	O	M				C	11/101	12/1105
3200	189	TOL	TE	O	M				C	11/101	12/1105
3201	189	TOL	TE	O	M				C	11/101	12/1105
3202	189	TOL	TE	O	M				C	11/101	12/1105
3203	189	TOL	TE	O	M				C	11/101	12/1105
3204	189	TOL	TE	O	M				C	11/101	12/1105
3205	189	TOL	TE	O	M				C	11/101	12/1105
3206	189	TOL	TE	O	M				C	11/101	12/1105
3207	189	TOL	TE	O	M				C	11/101	12/1105
3208	189	TOL	TE	O	M				C	11/101	12/1105
3209	189	TOL	TE	O	M				C	11/101	12/1105
3210	189	TOL	TE	O	M				C	11/101	12/1105
3211	189	TOL	TE	O	M				C	11/101	12/1105
3212	189	TOL	TE	O	M				C	11/101	12/1105
3213	189	TOL	TE	O	M				C	11/101	12/1105
3214	189	TOL	TE	O	M				C	11/101	12/1105
3215	189	TOL	TE	O	M				C	11/101	12/1105
3216	189	TOL	TE	O	M				C	11/101	12/1105
3217	189	TOL	TE	O	M				C	11/101	12/1105
3218	189	TOL	TE	O	M				C	11/101	12/1105
3219	189	TOL	TE	O	M				C	11/101	12/1105
3220	189	TOL	TE	O	M				C	11/101	12/1105
3221	189	TOL	TE	O	M				C	11/101	12/1105
3222	189	TOL	TE	O	M				C	11/101	12/1105
3223	189	TOL	TE	O	M				C	11/101	12/1105
3224	189	TOL	TE	O	M				C	11/101	12/1105
Total 189											

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REDACTED REDACTED

REDACTED

REDACTED

REDACTED

11

—Klein's experiment—

REDACTED REDACTED
REDACTED REDACTED
REDACTED REDACTED

Sum #197, 176,

139

11/30

000220

Row	Client	Supplier	Co. Type	Client	Co. Type	Account	Customer Name	Customer	Acct Type	Contract Status	Contract Start Date	Contract End Date
39954	7191	TOL	TE	O	M				U	U	1/1/01	12/31/05
39955	2191	TOL	TE	O	M				U	U	1/1/01	12/31/05
39956	2191	TOL	TE	O	M				U	U	1/1/01	12/31/05
39957	2191	TOL	TE	O	M				U	U	1/1/01	12/31/05
39958	2191	TOL	TE	O	M				U	U	1/1/01	12/31/05
Grand Total									Total U			

RE DACTED

Claimo Suppl Com Cu Cia Account
1756 IEU CEI O M
1756 IEU CEI O M

Customer name
REDACTED

Customer
REDACTED

A Co Contract Startdate Contract Enddate Cane Requested Contract Re
L (C) 01/01/01 12:00 AM 12/31/05 12:00 AM Invali 111.7 0.0
L V 01/01/01 12:00 AM 12/31/05 12:00 AM 762.0 762.0

Claiming Supply Chain Credit Account

Customer name

Customer

[illegible]

RED ACTED REDACTED

REDACTED REDACTED

REDACTED REDACTED

A Co	Contract Standdate	Contract Enddate	Canc Requested	Contract Rate
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 2	1.5
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 3	36.2
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 7	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 9	21.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 10	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 12	24.7
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 13	0.2
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 14	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 16	3.5
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 17	0.1
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 18	49.7
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 19	4.9
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 20	1.4
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 21	1.5
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 22	0.5
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 23	0.4
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 24	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 26	23.1
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 27	0.4
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 28	13.3
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 29	0.4
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 30	4.8
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 31	4.4
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 32	10.5
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 33	42.5
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 34	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 36	3.4
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 37	34.2
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 38	67.1
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 39	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 41	4.1
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 42	0.2
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 43	0.3
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 44	0.1
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 45	4.5
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 46	0.8
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 47	0.6
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 48	1.1

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Claimno	Suppl	Com	Cu	Clas	Account	Customername	Customer	A	Co	Contact	Statdate	Contact	Enddate	Canc	Requested	Contract	Re
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		1.3	1.3	1.2
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		2.5	1.3	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		1.2	1.3	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		1.7	1.4	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		1.7	1.4	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		14.3	1.5	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		1.9	1.7	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		2.2	1.8	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		2.6	2.2	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		3.4	2.3	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		3.7	2.8	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		3.7	2.9	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		3.0	2.9	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		6.0	3.1	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		5.4	3.3	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		7.1	4.4	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		6.4	4.4	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		4.7	4.5	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		4.1	4.6	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		11.8	4.7	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		6.3	4.8	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		5.8	4.8	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		5.7	4.9	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		6.0	5.1	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		5.4	5.4	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		5.9	6.1	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		6.7	6.2	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		5.2	6.2	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		6.0	6.2	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		7.4	6.3	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		6.6	7.5	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		8.4	8.1	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		9.4	8.7	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		14.4	8.9	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		8.9	8.9	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		9.2	9.1	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		7.3	9.4	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		10.3	10.0	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		9.7	10.2	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		15.1	10.2	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		19.7	10.7	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		12.4	12.2	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		19.1	12.4	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		44.9	14.3	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		19.8	15.6	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		26.0	15.8	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		16.5	16.7	
176	TOL	TE	O	M		REDACTED	REDACTED	L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		24.0	17.5	

Customer

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Churno Suppl. Com. Cu. Cla Account

Customername

Customer

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A Co	Contract	Standard	Contract	Enddate	Canc	Request	Contract	Re
L V	01/01/01	12:00 AM	12/31/05	12:00 AM		50	4.4	
L V	01/01/01	12:00 AM	12/31/05	12:00 AM		68	4.6	
L V	01/01/01	12:00 AM	12/31/05	12:00 AM		60	5.0	
L V	01/01/01	12:00 AM	12/31/05	12:00 AM		60	5.3	
L V	01/01/01	12:00 AM	12/31/05	12:00 AM		79	8.0	
L V	01/01/01	12:00 AM	12/31/05	12:00 AM		74	8.3	
L V	01/01/01	12:00 AM	12/31/05	12:00 AM		90	8.4	
L V	01/01/01	12:00 AM	12/31/05	12:00 AM		94	8.8	
L V	01/01/01	12:00 AM	12/31/05	12:00 AM		110	9.4	
L V	01/01/01	12:00 AM	12/31/05	12:00 AM		94	10.0	
L V	01/01/01	12:00 AM	12/31/05	12:00 AM		105	10.5	
L V	01/01/01	12:00 AM	12/31/05	12:00 AM		110	11.0	
L V	01/01/01	12:00 AM	12/31/05	12:00 AM		157	12.0	
L V	01/01/01	12:00 AM	12/31/05	12:00 AM		120	13.5	
L V	01/01/01	12:00 AM	12/31/05	12:00 AM		150	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	51.6	
C V	01/01/01	12:00 AM	12/31/05	12:00 AM		64.0	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	
C V	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	Load	24.1	0.0	
L C	01/01/01	12:00 AM	12/31/05	12:00 AM	Load	0.5	0.0	
L C	01/01/01	12:00 AM	12/31/05	12:00 AM	Load	25.2	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	20.1	0.0	
L C	01/01/01	12:00 AM	12/31/05	12:00 AM	Load	0.0	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	3.1	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	1.6	0.0	
L C	01/01/01	12:00 AM	12/31/05	12:00 AM	Load	5.3	0.0	
L C	01/01/01	12:00 AM	12/31/05	12:00 AM	Load	0.2	0.0	
L C	01/01/01	12:00 AM	12/31/05	12:00 AM	Load	23.2	0.0	
L C	01/01/01	12:00 AM	12/31/05	12:00 AM	Load	2.1	0.0	
L C	01/01/01	12:00 AM	12/31/05	12:00 AM	Load	3.8	0.0	
L C	01/01/01	12:00 AM	12/31/05	12:00 AM	Load	0.4	0.0	
L C	01/01/01	12:00 AM	12/31/05	12:00 AM	Load	19.6	0.0	
L C	01/01/01	12:00 AM	12/31/05	12:00 AM	Load	2.2	0.0	
L C	01/01/01	12:00 AM	12/31/05	12:00 AM	Load	0.9	0.0	
L C	01/01/01	12:00 AM	12/31/05	12:00 AM	Load	0.5	0.0	
L C	01/01/01	12:00 AM	12/31/05	12:00 AM	Load	0.4	0.0	

Claiming Superfund for the Account

Customer name

Customer

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REDACTED REDACTED

A Co	Contract Startdate	Contract Enddate	Cane Requested	Contract Re
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	15.5	13.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	13.1	13.6
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	27.7	17.5
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	17.6	18.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	23.5	19.3
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	37.9	21.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	42.3	21.8
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	44.8	22.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	22.2	23.9
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	28.0	27.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	29.8	29.2
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	34.9	30.2
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	32.7	33.6
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	58.5	35.1
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	50.7	48.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	51.0	48.8
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	118.4	58.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	52.0	58.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	91.9	60.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	69.8	67.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	87.9	88.6
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	148.0	92.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	298.6	176.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	5,502.5	1,952.7
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	12,816.9	5,472.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	4.4	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	6.2	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	1.8	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	6.0	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	80.1	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	5.0	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	2.3	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	70.0	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	4.9	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	16.4	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	2.8	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	1.2	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	312.0	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	377.0	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	0.4	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	0.7	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	1.7	0.0

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Claiming Supply Chain CLA Account?

Conclusions

Chilodactyl

Account	Customer name	Customer	Contract	Contract Start date	Contract End date	Canc Requested	Contract Re
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	0.8	0.0
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	0.6	0.0
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	60.4	0.0
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	1.9	0.0
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	152.2	0.0
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	0.1	0.0
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	0.3	0.0
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	1.9	1.5
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	5.2	3.1
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	3.0	3.7
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	4.0	4.0
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	4.4	4.4
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	5.1	4.9
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	15.8	5.1
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	4.8	5.5
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	9.5	5.8
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	6.6	6.5
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	7.7	8.4
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	16.1	8.8
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	14.5	11.3
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	25.0	12.4
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	23.8	17.0
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	30.4	19.1
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	27.1	20.5
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	46.0	21.0
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	4.4	24.6
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	33.5	32.2
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	26.2	34.5
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	166.1	156.0
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	312.9	172.0
189 TOL	TE O M	189 TOL	12:00 AM	12/31/05 12:00 AM	Load	861.9	255.0

Customer

A Co	Contract	Startdate	Contract Enddate	Canc	Request	Contract Ref
L C	01/01/01	12:00 AM	12/31/05 12:00 AM	Dupli	36.5	0.0
L C	01/01/01	12:00 AM	12/31/05 12:00 AM		4.4	0.0
L V	01/01/01	12:00 AM	12/31/05 12:00 AM	1	2,271.6	0.0
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		0.1	0.1
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		0.4	0.4
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		0.4	0.4
L V	01/01/01	12:00 AM	12/31/05 12:00 AM	5	0.5	0.5
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		0.5	0.6
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		0.7	0.7
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		0.8	0.8
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		0.8	0.8
L V	01/01/01	12:00 AM	12/31/05 12:00 AM	12	0.8	0.8
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		1.0	1.0
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		1.8	1.8
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		1.8	1.8
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		1.9	1.9
L V	01/01/01	12:00 AM	12/31/05 12:00 AM	15	2.4	2.4
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		3.3	3.3
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		3.7	3.7
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		3.8	3.8
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		3.3	3.9
L V	01/01/01	12:00 AM	12/31/05 12:00 AM	20	0.6	4.0
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		4.1	4.1
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		4.5	4.5
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		5.0	5.0
L V	01/01/01	12:00 AM	12/31/05 12:00 AM	15	5.0	5.0
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		5.1	5.1
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		5.6	5.6
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		5.6	5.6
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		5.9	5.9
L V	01/01/01	12:00 AM	12/31/05 12:00 AM	30	6.0	6.0
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		6.0	6.0
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		6.4	6.4
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		6.7	6.7
L V	01/01/01	12:00 AM	12/31/05 12:00 AM	35	7.2	7.2
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		7.5	7.5
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		7.5	7.5
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		8.0	8.0
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		8.5	8.5
L V	01/01/01	12:00 AM	12/31/05 12:00 AM	41	8.9	8.9
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		9.4	9.4
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		10.4	10.4
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		11.1	11.1
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		11.1	11.1
L V	01/01/01	12:00 AM	12/31/05 12:00 AM	45	17.8	17.8
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		18.1	18.1
L V	01/01/01	12:00 AM	12/31/05 12:00 AM		18.5	18.5

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.



000311

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 ~~200470~~ 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 BIT FE RUN
not all acct. #s for all Member's claimed? } & ASER 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.

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000302

Inquiries:

• what "other" agreements must be executed?

• not all customers listed on attachments claimed?

Contracts mss. ? • REDACTED contracts not found but claimed

time periods ? • time period for Ohio/GGC Elder Plan

contracts not found b/c claimed

REDACTED

not claimed at all?

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11-15-00

11:00 - 11:30 INTR

11:30 - 5:30 WOE
less 1/2 hr.

IEU

about 18 contracts - Service & 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 source 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)

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SSA

term is for "at least as long as the duration of IEU's MSG claim contingencies:

- NSA is entered into in substantially same form as the draft
 - IEU makes successful claim for MSG in sufficient amount to meet requirements of customer accounts
 - IEU is certified by PUCO
 - ~~over~~ customer executes ^{over} agreements required customer accounts identified by customer in attachments/e-mails
 - customer authorizes IEU to use such information for MSG claim
 - customer authorizes IEU to obtain necessary information from OE, CEI, TE for claim
- capacity needs - "load following" option claim

"Member understands that the exact structure of the IEU-OH aggregation programs will be controlled by definitive agreements that shall be executed by FES, IEU-OH and member."

→ Can IEU "allocate" the assured pricing pooled energy among customers - in load following option?

→ What are KVA? (REDIRECTED) same as kW?

(BANKS)

(BANKS)

CONFIDENTIAL

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 nsg, 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 nsg provided that: (1) the nsg bH 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 nsg 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 nsg for "Pooled Customers"

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→ 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

→ Redacted no dates

→ several SSAs for which no MSG was claimed

→ REDACTED dated 10/19 11:46am

→ REDA no addresses

→ no contract info. on FE's summary for:

REDACTED

→ ✓ REDACTED

NO DATES

REDACTED

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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

*y will
u to a
tract in
substantially
same form
Attach. A
(MSA)
credit
arrangements*

*in substantially the same form as the draft,
which was provided to the
customers)*

(C)

- 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.

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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
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REDACTED

-
-
-

]

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000379

SUMMIT COUNTY
6 South Main Street
First Energy Bldg, Ste. 1610
Akron, OH 44308
T (330) 253-8119
AX (330) 253-2250

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FAX (216) 687-0973

Date: April 30, 2001

C-G File No: 4750

To: JENNIFER A. LESNY FLEMING, ESQ.
127 PUBLIC SQUARE
CLEVELAND, OHIO 44114-1216

01-393-EC-LS

RE: IN THE MATTER OF THE COMPLAINT OF ENRON ENERGY SERVICES,
INC., AND FIRST ENERGY CORP., ET AL.
DEPOSITION OF: DENISE DINIE

____ 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.

____ 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 7 days 30 days from the date of this memorandum. When returning the original errata sheet to C-G, please copy all counsel.

XXXX 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 30 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: BENIT KAHN, ESQ.
DAVID W. HARDYMON, ESQ.
PAUL T. RUXIN, ESQ.
ARTHUR E. KORKOSZ, ESQ.

BEFORE THE PUBLIC UTILITIES
COMMISSION OF OHIO

IN THE MATTER OF
THE COMPLAINT OF
ENRON ENERGY SERVICES,
INC.,

Complainant,

and

Case No.

FIRST ENERGY CORP.,

01-393-EL-CSS

et al.,

Respondents.

CONFIDENTIAL

- - - - -

Confidential deposition of DENISE
DINIE, 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 and Pease, 2100 One
Cleveland Center, Cleveland, Ohio on
Tuesday, April 17, 2001, at 12:00
o'clock p.m.

- - - - -

☎ 800.694.4787

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1 APPEARANCES:

2
3 On behalf of the Complainant:

4 Vorys, Sater, Seymour

5 & Pease, LLP, by

6 BENITA KAHN, ESQ.

7 DAVID HARDYMON, ESQ.

8 52 East Gay Street

9 Columbus, Ohio 43216-1008

10 (614) 464-6400

11
12 On behalf of the Witness:

13 Thompson, Hine & Flory, by

14 JENNIFER A. LESNY FLEMING, ESQ.

15 3900 Key Center

16 127 Public Square

17 Cleveland, Ohio 44114-1216

18 (216) 566-5840

19
20 On behalf of the Respondents:

21 Jones, Day, Reavis & Pogue, by

22 PAUL T. RUXIN, ESQ.

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1 APPEARANCES, Continued

2
3 On behalf of the Respondents:

4 FirstEnergy, by

5 ARTHUR E. KORKOSZ, ESQ.

6 76 South Main Street

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8 (330) 384-5849

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1 DENISE DINIE, 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 DENISE DINIE

7 BY-MS.KAHN:

8 Q. Could you please state your
9 name?

10 A. Denise Renee Dinie.

11 Q. And Ms. Dinie, I'm counsel
12 for Enron Energy Services and
13 MidAmerican Energy and I'm here with
14 respect to a proceeding that has been
15 filed at the Public Utilities Commission
16 of Ohio related to Enron versus
17 FirstEnergy Corporation and I know that
18 you have been deposed in another pending
19 case, the City of Cleveland case, back
20 in March. While they are related and
21 have somewhat similar issues, we believe
22 that an additional deposition was
23 necessary.

24 If you do not understand
25 any questions, please say so and I will

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1 assume otherwise that you've understood
2 the question that I asked unless you're
3 asking, okay?

4 A. Thank you.

5 Q. Let's start off with just
6 some basic background. Could you tell
7 me your educational background, please.

8 A. I graduated from Mount Union
9 College in 1992 with a bachelor's
10 degree.

11 Q. And did you go any further
12 from there?

13 A. Not in school, no.

14 Q. And what training do you
15 have -- who are you employed by?

16 A. I'm employed by Arthur
17 Andersen, LLP.

18 Q. And could you tell me your
19 position with Arthur Andersen?

20 A. I'm an audit assurance
21 business advisory manager.

22 Q. Could you explain what that
23 means, what your responsibilities are?

24 A. I oversee engagements for
25 clients, anything that relates to

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1 assurance and business advisory type
2 engagements, and I'm the go-between
3 between the seniors and staff
4 individuals, which are on site on a
5 daily basis for the most part during
6 engagements at clients, and the partner
7 who would be my superior who I would
8 report to, he is responsible for
9 overseeing the daily activities and then
10 reporting and consulting with the
11 partner.

12 Q. Can you explain to me what
13 an assurance type of engagement is?

14 A. Audits would be considered
15 assurance type engagements, reviews,
16 anything that individuals would be
17 looking for some sort of responses or
18 information from us, whether or not
19 that's an audit opinion, whether that's
20 a review opinion, whether that's some
21 sort of an agreed upon procedures report
22 or summary.

23 Q. In your oversight of these
24 assurance agreements, I'm sorry,
25 assurance types of engagements, do you

1 interact daily with the client?

2 A. It depends on the type of
3 engagement.

4 Q. Tell me, do you have your
5 CPA?

6 A. I am an exam-qualified
7 candidate.

8 Q. Which means?

9 A. I've passed the exam, I need
10 to take the ethics portion.

11 Q. How long have you been
12 employed by Arthur Andersen?

13 A. Since the fall of 1992.

14 Q. And that was your first job
15 out of college, I take it?

16 A. First professional job,
17 correct.

18 Q. Now, in getting ready for
19 this deposition, what did you review?

20 A. The documents that were
21 produced, the complaint and some of the
22 other information that's out on the
23 PUCO's web site. That's all I can
24 recall.

25 Q. Have you reviewed transcripts

1 of other depositions?

2 A. I have not.

3 Q. And did you review any of
4 the attachments to the complaint?

5 A. I don't recall specifically.

6 Q. Did you go back and review
7 the stipulation that was entered into as
8 a result of the transition case for
9 FirstEnergy Corporation?

10 A. I did not.

11 Q. And when I refer to the
12 stipulation, you are aware that
13 FirstEnergy was involved in a proceeding
14 at the Public Utilities Commission in
15 order to comply with statutory
16 requirements for deregulation of
17 electricity and that the stipulation was
18 a result of those cases?

19 A. I'm aware that there is a
20 transition plan out there and a
21 stipulation out there. I have not
22 reviewed either of those in detail or
23 in total. I've seen sentences here and
24 there, but very briefly.

25 Q. And what have you reviewed

1 in the stipulation?

2 A. I don't even recall
3 specifically because it literally has
4 been just a sentence here and there.

5 Q. And is that also true with
6 the transition?

7 A. That is true.

8 MR. RUXIN: At this
9 point we would ask that the transcript
10 be noted confidential as it appears that
11 we're now going to be moving into the
12 specific nature of the work that Ms.
13 Dinie performed in this matter.

14 - - - - -

15 (Thereupon, Deposition
16 Exhibit-Diniel was
17 marked for purposes
18 of identification.)

19 - - - - -

20 Q. Ms. Dinie, I'm going to hand
21 you what has been marked as Dinie
22 Exhibit 1. Do you recognize this
23 document?

24 A. I do.

25 Q. Could you tell me what that

1 document is?

2 A. This document is our
3 engagement letter with FirstEnergy
4 regarding the agreed upon procedures
5 that we were to perform in connection
6 with the market support generation
7 program.

8 Q. And it indicates that it has
9 been executed by I believe that is Mr.
10 Blank, is that correct?

11 A. That is correct.

12 Q. Was Mr. Blank the person at
13 FirstEnergy with whom you had
14 conversations related to preparing this
15 engagement letter?

16 A. One of the individuals, yes.

17 Q. And who else?

18 A. There were a few individuals
19 within Mr. Blank's group that from time
20 to time were involved in these
21 discussions.

22 Q. And who would that be?

23 A. I believe Dave Headings, who
24 was an individual that reports to Mr.
25 Blank, and I believe Mark Vaccaro, and

1 I'm not sure who Mark reports to, may
2 have been involved in the discussions
3 regarding this particular letter and the
4 procedures themselves.

5 Q. And Mr. Vaccaro, what does
6 he do with FirstEnergy?

7 A. I don't know his exact
8 responsibilities.

9 Q. Do you know the types of
10 responsibilities he has?

11 A. I know he is -- in
12 conjunction at least with the MSG
13 program, he was involved with some of
14 the programming and so forth as it
15 relates to the web site, but that's the
16 extent of my knowledge.

17 Q. Okay. Let's go back for a
18 moment because you mentioned the MSG
19 program, let's clarify what you mean by
20 MSG program.

21 A. As it relates to my
22 procedures, the MSG program regarding
23 claims that were submitted, my review of
24 the claims and then FirstEnergy carrying
25 out the remainder to actually go through

1 an approval process.

2 Q. And the MSG stands for
3 market support generation, is that your
4 understanding?

5 A. That is my understanding.

6 Q. And it's your understanding
7 that the MSG is a result of the
8 stipulation?

9 A. Or the transition, I'm not
10 sure which, but yes.

11 Q. And that the MSG is to be
12 made available for what purpose, do you
13 know?

14 A. In order to spark the
15 market, if you will, here in Ohio to
16 allow other marketers or brokers or
17 aggregators to come in and to be able
18 to competitively price energy in Ohio.

19 Q. And how did you come about
20 that understanding?

21 A. Through various discussions
22 and the engagement letter here with --
23 in preparation of the engagement letter
24 here with FirstEnergy.

25 Q. So those would have been

1 discussions with Mr. Blank, is that
2 correct?

3 A. And others at the
4 FirstEnergy organization.

5 Q. Okay. So it was correct
6 that some were with Mr. Blank?

7 A. That's correct, yes.

8 Q. Who prepared the engagement
9 letter?

10 A. The engagement letter is
11 actually prepared off of a template
12 that's provided by the firm and the
13 information is then tailored to be
14 specific to the exact engagement that
15 we're working on. The template would
16 be for an agreed upon procedures
17 engagement, which was what this
18 engagement was, and it's tailored.

19 Q. And my understanding is you
20 do not consider this engagement to be
21 an audit, is that correct?

22 A. That is correct..

23 Q. What do you consider it to
24 be?

25 A. It's an agreed upon

1 procedures engagement.

2 Q. And could you elaborate on
3 that in terms of what you mean by that?

4 A. There are specific procedures
5 that Arthur Anderson was asked to
6 perform. Those are the procedures that
7 we performed in connection this with
8 engagement.

9 Q. And those are the procedures
10 that are attached as an exhibit to this
11 engagement letter, is that correct?

12 A. That's correct.

13 Q. Now, with respect to the
14 engagement letter, on the first page it
15 indicates that it is the understanding
16 that the ultimate objective is to
17 determine the validity of suppliers'
18 claims in accordance with the protocol
19 outlined by FirstEnergy Corp. for the
20 suppliers, in the second paragraph in
21 the second sentence?

22 A. I see that.

23 Q. What was your understanding
24 of who the suppliers were with respect
25 to suppliers' claims?

1 A. My understanding of who the
2 suppliers were is any entity that was
3 defined as an eligible supplier in the
4 protocol.

5 Q. Okay. And let's for a
6 moment -- we'll go back to that. I
7 will hand you what's been marked as
8 Exhibit A. Who needs a copy of the
9 protocol?

10 MS. FLEMING: Sure.
11 Thank you.

12 Q. In your engagement letter in
13 that same sentence we were referring to
14 it says validity of the suppliers'
15 claims in accordance with the protocol.

16 Is Exhibit A the protocol
17 that you believe was being referred to?

18 A. It appears to be the
19 protocol. I can't say it's identical
20 for certain, but it does appear to be.

21 Q. Okay. I will tell you that
22 this was provided to us by FirstEnergy
23 if that helps, or actually by counsel
24 for FirstEnergy.

25 You had mentioned a moment

1 ago the eligible supplier and that's who
2 you believe the supplier was in your
3 engagement letter and if you'll turn to
4 page 3 of the protocol, please, section
5 4, is it your understanding that this
6 is how eligible suppliers were
7 determined?

8 A. It's my understanding based
9 on the definition of an eligible
10 supplier, yes.

11 Q. And if you look in 4.a it
12 refers to marketers, brokers or
13 aggregators not affiliated with the Ohio
14 investor owned utility. Do you know
15 what the distinctions are between
16 marketers, brokers and aggregators?

17 A. I know bits and pieces of
18 information. I don't know that I could
19 define each and every one of them.

20 Q. What's your understanding of
21 what a marketer is?

22 A. An entity or a company that
23 wished to enter the territory in order
24 to market electricity to customers.

25 Q. And market in what way? How

1 are you using the term market?

2 A. To sell electricity.

3 Q. Okay. What is your
4 understanding of what an aggregator is?

5 A. An entity or a company that
6 would have agreements with residents
7 and/or other entities and companies
8 where they would aggregate the electric
9 loads for those residents, for those
10 companies, in order to then service
11 those individuals in connection with
12 electricity.

13 Q. And what do you mean by
14 service the individuals, what would be
15 your understanding?

16 A. A contract to sell
17 electricity to those individuals, an
18 agreement to sell electricity to those
19 individuals.

20 Q. Did you have any discussions
21 with FirstEnergy or anyone from
22 FirstEnergy with respect to the
23 distinctions between marketers and
24 aggregators?

25 A. Not as it relates to the

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1 definitions of what the individual
2 marketers or aggregators really means.

3 Q. So what discussions did you
4 have?

5 A. There were some discussions
6 in order to determine the procedures I
7 needed to perform in conjunction with an
8 aggregation program, for instance, for a
9 municipal aggregator, where you had an
10 opt out versus an actual written
11 agreement with the individuals that were
12 going to take part in that aggregation
13 program.

14 Q. For a nonmunicipal
15 aggregator, what conversations did you
16 have?

17 A. We didn't have any specific
18 conversations related to a nonmunicipal
19 aggregator.

20 MS. KAHN: Could you read
21 back the last part of the other answer?

22 (Record read.)

23 Q. Let me go back a moment to
24 that. When would there be an actual
25 written agreement?

1 A. My understanding of the two
2 things that we were responsible for
3 looking at in connection with the actual
4 engagement is that you either have an
5 opt out program where individuals don't
6 necessarily have a written agreement
7 with the entity that in this case would
8 be making a claim for MSG on their
9 behalf, but they go through an opt out
10 program which would be kind of a
11 negative confirmation, if you will,
12 versus an actual positive confirmation
13 as I'll call it where you do have a
14 physical written agreement where that
15 individual has actually signed on with
16 an entity that's then making a claim on
17 their behalf.

18 Q. And you were supposed to be
19 reviewing contracts that were signed
20 between the end user and what type of
21 entities in the eligible suppliers?

22 A. The entity that actually
23 made the claim for MSG.

24 Q. And what was your
25 understanding of who could make a claim

1 for MSG?

2 A. My understanding was in
3 accordance with the protocol that
4 eligible suppliers could make a claim
5 for MSG.

6 Q. Did you have any discussions
7 with FirstEnergy on specifically the
8 review process as it related to
9 aggregators versus marketers?

10 THE WITNESS: Could you
11 repeat that?

12 (Record read.)

13 A. As it related to municipal
14 aggregators, yes, there was a different
15 process that had to be identified for
16 municipal aggregators as compared to
17 marketers or what I'm assuming you are
18 referring to as a customer aggregator,
19 because municipal aggregators utilized
20 the opt out process and that process
21 could not be reviewed the same as the
22 other processes.

23 Q. Okay. When you are
24 referring to customer aggregator, you
25 were looking at section 4.d of the

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1 protocol, is that correct?

2 A. That is correct.

3 Q. Actually I was referring to
4 section 4.a, aggregators, and was there
5 ever a discussion with respect to
6 distinctions in review processes between
7 marketers, brokers and aggregators
8 within section 4.a?

9 A. None of our procedures were
10 split up between which section it
11 actually related to in connection with
12 the discussion of the procedures that we
13 needed to perform with FirstEnergy.

14 Q. Let's stay with the protocol
15 a little bit longer. Section 5 is
16 titled first come first served process,
17 initial queues.

18 Was the procedure that you
19 were supposed to be performing pursuant
20 to your engagement letter, did it
21 involve anything with respect to section
22 5?

23 THE WITNESS: Would you
24 repeat the question.

25 (Record read.)

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1 A. Our procedures would have
2 reviewed some of the information that's
3 discussed in section 5.

4 Q. And what would that
5 information be?

6 A. We would have reviewed some
7 of the information in 5.d in connection
8 with our engagement.

9 Q. Are you done with your
10 answer? I didn't want to interrupt.

11 A. I'm not sure, give me a
12 minute.

13 Q. Okay.

14 A. I believe that's it.

15 Q. And what in 5.d would you
16 have reviewed?

17 A. Based on the scopes
18 identified for us by FirstEnergy in
19 connection with our engagement, we would
20 have looked at names of customers, the
21 so-called service agreement, if you
22 will; count numbers for customers that
23 fell within that scope, same as the
24 names; to a limited extent the capacity
25 being claimed; to a limited extent

1 whether or not the capacity claimed was
2 claimed on a load following or a
3 capacity factor basis and the time
4 period for which the claim was made.

5 Q. Let me step back a moment.
6 You referred to the service agreement.
7 I assume what you are meaning to say is
8 the generation service agreement as it's
9 stated in the protocol?

10 A. That is what I referred to,
11 but I haven't went back and read the
12 definition of the generation service
13 agreement so I don't know if that would
14 equate to what we were looking at.

15 Q. What was your understanding
16 of the generation service agreement?

17 A. I would say the way the
18 generation service agreement is defined
19 in the protocol is an accurate
20 description of the understanding.

21 Q. And you indicated that you
22 had reviewed the stipulation. Do you
23 remember in the stipulation it referred
24 to a committed capacity sale?

25 A. I indicated that I did not

1 review the stipulation, I've only looked
2 at small sections of it in sentences of
3 the stipulation.

4 Q. I'm sorry, that's correct,
5 you said you reviewed a couple
6 sentences. Do you recall seeing the
7 phrase committed capacity sale --

8 A. I do --

9 Q. -- for MSG?

10 A. I do recall seeing that
11 phrase.

12 Q. And was that phrase
13 explained to you by anyone?

14 A. I don't recall having
15 specific discussions of exactly what a
16 committed capacity sale would have been
17 defined as, but based on the general
18 discussions that I've had with
19 individuals from FirstEnergy throughout
20 the entire engagement, I would say that
21 a committed capacity sale would be close
22 to the way that the generation service
23 agreement is defined here in the
24 protocol.

25 Q. And how would it differ if

1 it's close to?

2 A. I don't know that it would
3 differ.

4 Q. So in your view what is a
5 committed capacity sale?

6 A. A committed capacity sale
7 would be the commitment of a customer
8 within the FirstEnergy territory, within
9 the FirstEnergy home service territory
10 or base load territory that was looking
11 to or willing to purchase its
12 electricity from or through a supplier,
13 and when I say supplier, I would define
14 it as an eligible supplier within the
15 protocol.

16 Q. Wasn't part of your task
17 that you were performing to confirm
18 whether or not a committed capacity sale
19 existed?

20 A. Part of my task was to
21 review if there was a committed capacity
22 sale agreement, but we did not make any
23 type of legal determinations in
24 conjunction with that review.

25 Q. And who determined the

1 criteria for whether a committed
2 capacity sale agreement existed?

3 A. I wouldn't say that there
4 was a set of criteria, at least not to
5 my knowledge. We at Arthur Andersen
6 were responsible for identifying whether
7 or not there was some sort of an
8 agreement that would equate to a
9 committed capacity sale and looking at
10 the provisions and the terms within that
11 agreement in order to see if there's
12 anything that would cause us concern as
13 to whether or not that was a binding
14 legal document.

15 We then also looked at
16 the specifics within that agreement as
17 it relates to the service locations that
18 that agreement was supposed to cover and
19 some of the information as what we had
20 discussed in section 5 under 5.d here
21 just a few moments ago in order to make
22 sure that claims that were submitted and
23 the information underlying those claims
24 were then supported by the information
25 in these agreements that we were looking

1 at.

2 Q. And how did you know what to
3 look for with respect to whether there
4 were concerns with it being a binding
5 agreement?

6 A. Our procedures are outlined
7 in the work program that's attached to
8 our engagement letter, which is in Dinie
9 Exhibit 1.

10 Q. Okay. Why don't we turn to
11 that for a moment. When you say your
12 procedures are laid out there, what are
13 you referring to with respect to
14 specifically what a committed capacity
15 sale would be?

16 A. On Exhibit 1, page one,
17 number two, it discusses access to a
18 related written signed contract between
19 the supplier and the customer and then
20 it also refers to that contract in step
21 three and then it again refers to that
22 contract in step four on page two of
23 that same exhibit as it relates to the
24 specific customer information.

25 Q. Let's go back to number

1 three that you referred to on the first
2 page of Exhibit 1 to your engagement
3 letter. It indicates that you are to
4 be alert for provisions that may
5 indicate that the customer contracts are
6 not legal binding commitments, and then
7 in parentheses, a committed capacity
8 sale. It then gives some instances.

9 Can you explain what you
10 believed executory provisions would
11 mean?

12 A. I would describe executory
13 provisions as contingency type
14 provisions, something had to happen
15 before this appeared to be a legal
16 binding commitment.

17 For instance, as described
18 here, if it was simply a letter of
19 intent but the customer hadn't actually
20 committed to that particular supplier or
21 if it gave the customer an option as to
22 whether or not they wanted to commit to
23 that particular supplier versus them
24 actually committing to the supplier.

25 Q. What other types of things

1 did you look for with respect to
2 whether or not it was a binding
3 contract?

4 A. These were examples of the
5 types of provisions we would be looking
6 for, so in reading the contracts, if
7 there was anything else that struck me
8 as being a potential concern as to
9 whether or not it was a binding
10 instrument, I would have taken note of
11 that.

12 Q. And then what would you do?

13 A. That information then would
14 have been discussed with FirstEnergy.

15 Q. Would you then get back to
16 the claimant?

17 A. It depends.

18 Q. What did it depend on?

19 A. Whether or not I was asked
20 by FirstEnergy to get back with the
21 claimant in order to obtain additional
22 documentation or to gain a further
23 understanding of what that particular
24 provision was.

25 Q. And who would you discuss

1 this with at FirstEnergy?

2 A. For the most part it was
3 David Blank. There were at other
4 times, it was discussed with individuals
5 within his group and there were at
6 least -- there was at least one
7 instance, maybe two, where art core cost
8 was in the room as well.

9 Q. On the second page of
10 Exhibit 1 to your engagement letter down
11 towards the bottom, this reads to me as
12 the scope of the review you were
13 supposed to perform, is that correct,
14 how many contracts you'll review, where
15 it starts customer contracts within the
16 following scopes have been reviewed?

17 A. That was the scope that we
18 utilized in performing our work, yes.

19 Q. Can you explain that to me a
20 little bit? When you say the scope,
21 just what exactly are you meaning?

22 A. We were asked to review
23 customer contracts that met these
24 criteria.

25 Q. And do you recall doing a

1 review of Industrial Energy Users?

2 A. I do.

3 Q. Can you tell me your
4 understanding of who Industrial Energy
5 Users is, your understanding?

6 A. My understanding is that
7 Industrial Energy Users is a member
8 organization that's acting as an
9 aggregator on behalf of its members or
10 its customers.

11 Q. Are you making a distinction
12 between members and customers there?

13 A. I would equate a member to a
14 customer as it relates to my procedures.

15 Q. And do you recall which
16 category IEU fell within in terms of
17 the scope of your review?

18 A. I'm not sure I understand
19 what you mean by which category.

20 Q. Did they fit within customer
21 contracts with capacity claims equal or
22 greater to 1,000 kilowatts so that you
23 reviewed all their contracts?

24 A. Without looking at my notes
25 I can't tell for certain, but I believe

1 Industrial Energy Users would have had
2 customers that fell within all of these
3 categories. They would have had some
4 customer contracts that fell within the
5 first bullet point, they would have had
6 some that fell within the second and
7 some that fell within the third. That
8 was the case for most suppliers.

9 Q. And when you would go out
10 and review their claims, then how would
11 you make the determination of how many
12 contracts to review?

13 A. The determination was
14 actually made based on these scopes.

15 Q. What information was given
16 to you or how did you know what claims
17 you would be reviewing when you went
18 out to a supplier?

19 A. I wouldn't say that I was
20 actually reviewing a particular claim.
21 I would say that I was reviewing the
22 information that was underlying the
23 claim, because in many instances a
24 particular claim had many customers in
25 it and I was actually looking at the

1 customer contracts that would have
2 supported the claim made on behalf of
3 those customers.

4 Q. So to better understand when
5 you say IEU had customers who fell
6 within all the categories, did IEU have
7 multiple contracts with each customer or
8 each member?

9 A. Not to my knowledge. IEU
10 had one contract with each customer or
11 each member.

12 Q. Do you know how many members
13 IEU has?

14 A. I don't know how many
15 members in total.

16 Q. Do you know if all members
17 had contracts with IEU for MSG?

18 A. I don't know that
19 information, either.

20 Q. So what I think I'm hearing
21 you say, correct me if I'm wrong, that
22 while the customers for IEU fell into
23 all these categories, each customer
24 really only had one contract with IEU,
25 so in reality you reviewed all the

1 customer contracts for each customer?

2 A. I did review all of the
3 customer contracts that IEU presented to
4 me that day that I made my visit to
5 them. In addition, I reviewed a couple
6 of other customer contracts that were
7 provided to me at a later time, but I
8 don't know if those were all of their
9 customer contracts. It was enough to
10 suffice the work that I needed to do in
11 connection with these scopes, but there
12 could be other contracts out there that
13 I didn't look at.

14 Q. If you didn't know how many
15 contracts were out there, how would you
16 know that you were in compliance with
17 the scope?

18 A. Prior to my visit to any
19 supplier, FirstEnergy provided me with a
20 listing which was called a valid claims
21 listing and is defined or described at
22 least at the top of Exhibit 1, page
23 one.

24 That listing contained
25 numerous claims of that individual

1 supplier and showed the detailed
2 accounts that were underneath any given
3 claim. So each claim could have, as it
4 says in the protocol, up to 10,000
5 accounts underneath it. The report
6 FirstEnergy gave to me was then sorted
7 in a descending order by capacity
8 claimed and that's how my selections
9 would have been made then in accordance
10 with these scopes.

11 So I had a report that
12 showed me in descending order each
13 account number that was claimed by the
14 capacity that they were claiming for
15 that particular account number. Any
16 account numbers that would have fell
17 within the capacity claim of being equal
18 to or greater than 1,000 kilowatts, I
19 would have asked to look at every
20 single contract related to that
21 particular account number.

22 Those all could have been
23 for one customer where I probably would
24 have only reviewed one contract or it
25 could have been for numerous customers

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1 where I would have to have looked at
2 each one of those accounts numbers which
3 would equate to each one of those
4 customers.

5 There then would have been
6 a systematic selection to look at 33
7 percent of the customers equal to or
8 greater than 200 but less than 1,000
9 and a systematic selection for ten
10 percent of the customers that had
11 capacity claims less than 200.

12 Q. When you say systematic
13 selection, what do you mean?

14 A. Every third account number,
15 every tenth account number, it was just
16 based on the record and we would count
17 out one, two, three, let's select this
18 one, four, five, six, select this one
19 in order to get a 33 percent or every
20 tenth customer in order to get a ten
21 percent.

22 Q. I think I'm a little
23 confused so maybe you can clarify.
24 Maybe I'm having difficulty
25 understanding the distinction between

1 customer contracts and the claim because
2 when you say you're counting down one,
3 two, three, four, five, six, weren't
4 those claims?

5 A. No, those were account
6 numbers, those were customer account
7 numbers, some of which could have
8 resided within the same claim or some
9 of which could have been spread cross
10 numerous claims.

11 In the report FirstEnergy
12 provided to me, all the claims were
13 mixed together and then it was sorted
14 on a descending order by capacity
15 claimed, and so it actually contained
16 the account numbers of every single
17 account that would have been claimed
18 within all claims that had been
19 submitted as of the date that the
20 report had been run or a day or two
21 before that.

22 Q. When you're saying account
23 number, are you meaning the account
24 number of the end user customer?

25 A. Correct.

1 Q. So you're equating account
2 numbers with customer contracts when
3 you're figuring out your scope, is that
4 correct?

5 A. That would be correct,
6 that's a fair way of stating it.

7 Q. You said earlier that you
8 had limited involvement in the capacity
9 claimed, and what was your involvement?
10 I think that was back when you were
11 discussing the protocol.

12 A. Originally my understanding
13 is that we at Arthur Andersen were
14 asked to look at the capacity claimed
15 on behalf of a customer account in
16 order to make certain that the supplier
17 had a contract for that capacity. In
18 other words, are they looking at
19 covering the full load requirements of
20 that particular customer.

21 After performing my review
22 for one or two locations, I determined
23 that most of the contracts and the way
24 that they were written don't designate a
25 specified capacity. They don't give you

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1 a number. It really would say if it
2 was a full requirements contract or an
3 interruptible contract or something
4 along those lines, but did not give a
5 specific number related to the actual
6 kilowatt capacity being claimed, and as
7 a result, I wasn't able to test that
8 information that FirstEnergy had
9 provided to me in the reports that I
10 was looking at in order to look at
11 customer contracts, and I discussed that
12 with FirstEnergy and was told that I
13 didn't need to actually test that number
14 because FirstEnergy had the ability to
15 ensure that that number was reasonable
16 with its -- within its systems.

17 Q. So therefore you no longer
18 tested whether the capacity in the
19 committed capacity sale agreement was
20 consistent with the claim?

21 A. That's correct.

22 Q. And what was your limited
23 involvement with capacity factor or load
24 following?

25 A. To the extent that a

1 contract indicated that a supplier was
2 going to claim on a load following or a
3 capacity factor basis for that
4 particular customer, then I would take
5 note of that and make sure that that's
6 the way they truly claimed, but in most
7 instances there wasn't an indication.

8 - - - - -

9 (Thereupon, Deposition
10 Exhibit-Dinie2 was
11 marked for purposes
12 of identification.)

13 - - - - -

14 Q. I think we're at Dinie 2.
15 I'm hoping this will help. I'm handing
16 you Dinie Exhibit 2 and I have redacted
17 on here the customer name and the
18 supplier, but I wanted to get a better
19 understanding of what this document is
20 and how you made use of this type of
21 document in the review procedure that
22 you were involved with.

23 A. This document appears to be
24 an error report that was generated by
25 FirstEnergy and I would have done very

1 little with this particular document
2 with the exception of to deliver it on
3 behalf of FirstEnergy to the suppliers
4 that I visited and explain to them the
5 types of errors and handed to them
6 their action steps that FirstEnergy had
7 prepared for them to tell them how they
8 needed to correct those errors.

9 Q. As we're going across the
10 top, do you know what the different
11 headings mean on this report?

12 A. I may have an idea of what
13 some of them mean, but I may not know
14 what all of them mean.

15 Q. Claim, do you know what that
16 means?

17 A. That's the actual claim
18 number that that particular account was
19 submitted in.

20 Q. So it's a number created by
21 FirstEnergy as claims came in, is that
22 correct?

23 A. I don't know how it was
24 created by FirstEnergy, but yes, it's a
25 number created by FirstEnergy.

1 Q. When you get to original
2 account number, what would be your
3 understanding of that?

4 A. My understanding of that is
5 the account number that was actually
6 submitted in the claim for that
7 particular customer.

8 Q. And what would converted
9 account number be?

10 A. My understanding of that --
11 again this is a document created by
12 FirstEnergy, the questions are probably
13 better directed to FirstEnergy, but my
14 understanding of that would be because
15 FirstEnergy had went through a
16 changeover in their customer account
17 numbers, they had to take the original
18 account numbers and then convert them to
19 the new customer account number to the
20 extent that the supplier submitted the
21 old customer account number because
22 their systems were now mostly running
23 off of the new customer account number
24 so that would be the converted or new
25 customer account number for that

4
1 particular service location.

2 Q. And the contract start date,
3 do you know what that related to?

4 A. That was I believe the first
5 date for which MSG was being claimed
6 for that particular customer, the start
7 date of the MSG claim for that
8 customer.

9 Q. Do you have any idea or how
10 did you explain the error column because
11 you indicated you explained what their
12 problems were?

13 A. There was a set of standard
14 definitions that were attached to the
15 letter that this would have been
16 supplied to the supplier by myself on
17 behalf of FirstEnergy and those errors
18 were actually explained in that standard
19 definitions page.

20 Q. And do you recall if you
21 ended up having to give an error sheet
22 to IEU?

23 A. Without my notes I don't
24 recall specifically, but it was highly
25 unusual for any supplier not to have

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1 any errors, so my gut reaction would be
2 is they probably did receive one.

3 Q. And you said that there were
4 standard definitions of the errors, is
5 that correct?

6 A. There were standard
7 definitions that FirstEnergy had
8 provided with these letters that were to
9 be delivered to the suppliers, yes.

10 Q. And did you always provide
11 just those standard definitions with the
12 error reports?

13 A. In my initial round of
14 reviews, I believe that it was those
15 standard definitions that would have
16 been presented to the suppliers and I
17 believe that they were identical for
18 each supplier, although I didn't sit and
19 compare each and every one of them.

20 Once suppliers had went
21 through one round of reviews and
22 additional claims continued to be made
23 that needed to be reviewed, in some
24 instances the error definitions were not
25 provided because the suppliers had

1 already seen them before. The errors
2 were now showing up on the FirstEnergy
3 web site where they had realtime
4 interaction and didn't need one big
5 cleanup process at the end, if you
6 will. And so in all instances they may
7 not have been provided each and every
8 time I had contact with a supplier
9 regarding a review.

10 Q. But you didn't see any
11 variance in the definitions that were
12 provided?

13 A. I didn't specifically pay
14 attention to whether or not there were
15 any variances.

16 Q. Okay. Let's step back a
17 moment because you have referenced in
18 the first phase -- I don't think that's
19 what you said, you called it something
20 else, the first review process --

21 A. The original round.

22 Q. Those were your words. Can
23 you just walk me through what your
24 process was during this review period
25 and when it started and what the rounds

1 were?

2 A. I won't recall specific
3 dates as to when it started. Our
4 involvement in this engagement started
5 back in late October. There were a few
6 weeks of administrative contacts between
7 myself and FirstEnergy in order to get
8 the engagement letter in place and to
9 identify the procedures that FirstEnergy
10 wanted us to perform. There were some
11 administrative contacts with numerous of
12 the suppliers that were included in that
13 original round of reviews, and
14 FirstEnergy then ran reports for each
15 one of the suppliers included in that
16 original round of reviews and those
17 reports would be the type of reports
18 outlined at the top of Exhibit 1 on
19 Dinie Exhibit 1, the very first page
20 that talks about there was a valid
21 listing, there was an error listing and
22 there was a duplicate listing, I
23 believe.

24 Q. And those error listings and
25 valid listing and duplicate listings

1 were provided to you, is that what
2 you're indicating?

3 A. The error listings and the
4 valid listing and I believe the
5 duplicate listing were provided to me to
6 deliver to the suppliers. The duplicate
7 and the error listing and the valid
8 listing was the listing that I utilized
9 then to perform my procedures.

10 Q. And once you received those
11 FirstEnergy reports, what did you do?

12 A. Over a two and a half or
13 three week period, I don't recall
14 specifically what the time frame was,
15 but it was sometime mid to late
16 November, I visited with all of the
17 suppliers included in that original
18 round.

19 I delivered to them on
20 behalf of FirstEnergy the error reports
21 and the duplicate reports and explained
22 to them the package that contained those
23 reports and then I utilized the valid
24 listing to perform my procedures in
25 accordance with the scope we talked

1 about here a minute ago and to review
2 the agreements in conjunction with those
3 procedures.

4 Q. How was it determined what
5 suppliers were going to be in the first
6 round?

7 A. I didn't make that
8 determination. That determination was
9 made by FirstEnergy and I believe that
10 all suppliers that had submitted claims
11 as of a certain date when this process
12 started were included in that original
13 round, but I can't say that for
14 certain.

15 Q. Now, back at your engagement
16 letter again for a moment, on the
17 second page of the engagement letter it
18 references working papers. What type of
19 working papers were created as a result
20 of your engagement?

21 A. For each supplier that I
22 visited, I kept a folder of information
23 related to that supplier. That would
24 include my notes from my visit, it
25 would include some of the information

1 that FirstEnergy provided to me, in most
2 cases a copy of the error report and a
3 copy of the duplicate report that was
4 delivered to the supplier, a copy of
5 the valid listing that I worked off of
6 to show the contracts that were selected
7 or the account numbers that were
8 selected for review, contact information
9 related to that supplier, business
10 cards, just about anything that related
11 to my review of that particular supplier
12 would be included in those folders.

13 That information was then
14 all utilized to prepare a summary of my
15 review for the individual suppliers and
16 that summary was the information that
17 was then shared with FirstEnergy to
18 discuss my review of the suppliers, at
19 least for the original round.

20 The working papers
21 themselves when this project is complete
22 will probably not contain all of that
23 information, but being that this has
24 been an ongoing project since November,
25 they haven't actually been put together

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1 in a filing format.

2 Q. When you said that at least
3 for the original round, were you meaning
4 that you only prepared a summary for
5 the original round? I wasn't quite
6 sure what you were referring to there.

7 A. In many instances that's the
8 case, because after the original round,
9 things came in so piecemealed because it
10 wasn't that I did one six or eight hour
11 review at an individual supplier and
12 then was able to summarize that. It
13 might have been that I took 15 minutes
14 or 45 minutes one day and looked at
15 this piece and two days later I
16 received another piece that supported
17 another account and I looked at it, so
18 those types of things were reported to
19 FirstEnergy more on a realtime basis.

20 Q. And that was a verbal
21 report?

22 A. Yes, versus actually putting
23 them in a written format.

24 Q. How would you note that you
25 had made that verbal report?

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1 A. I don't know that I would
2 have noted anywhere that I had actually
3 made that verbal report other than for
4 the most part they were done in pieces,
5 that there were certain dates or times
6 that we sat down and I went through
7 everything that I had been through to
8 date no matter what supplier that it
9 related to.

10 Q. When you say at certain
11 times we sat down, who is the we?

12 A. For the most part it was
13 myself and David Blank. To a lesser
14 extent, some individuals within his
15 department, I would sit with them
16 sometimes and summarize the information
17 and they would then report it to Dave.
18 Some of those pieces would be documented
19 by individuals at FirstEnergy.
20 Sometimes they had put together
21 summaries of the discussions that we had
22 had and so forth.

23 Q. So if you didn't have the
24 discussion with Dave Blank, then you may
25 have it with someone else who would

1 make notes of your meeting or summarize
2 the meeting, is that what you were just
3 saying in terms of document?

4 A. I think the individuals that
5 I talked with, if I recall correctly,
6 had documented some information as we
7 were discussing so that they could then
8 relay that information to Dave Blank.

9 Q. Do you remember who those
10 people would have been?

11 A. The only individual I can
12 recall for sure is David Headings.
13 From time to time Mark Vaccaro may have
14 been in the room, but there was never a
15 point that I reported directly to Mark
16 without either David Headings or David
17 Blank being present that I can recall.

18 Q. Now, the impression I got is
19 that you had specific dates that you
20 sat down with Dave Blank and you went
21 over all the reviews that you had done
22 up to that point?

23 A. I wouldn't say specific
24 dates. I would say at a convenient
25 time, whenever that might have been, we

1 sat down and went through everything
2 that I hadn't previously reported but
3 that I had completed my review on up
4 until that particular point or at least
5 gave him an update as to where we were
6 at in conjunction with my review.

7 Q. Did you provide him with a
8 written summary?

9 A. For the original reviews, I
10 produced to him a written summary, which
11 he then returned to me at the end of
12 that review in order to use it as an
13 outline for that discussion.

14 Subsequent to that point
15 in time I don't recall specifically
16 providing to him written summaries,
17 although there could have been from time
18 to time things that I pointed to and
19 had him read.

20 Q. So you would bring documents
21 that he may look at, but you would take
22 those back with you, is that correct?

23 A. That's correct, because these
24 were all in process reviews and the
25 intention was that the documents would

1 continue to be added to.

2 Q. Was there an intention at
3 the end there would be a written
4 summary that would summarize each
5 supplier?

6 A. For our working papers, yes,
7 there will be a written summary that
8 will summarize each supplier.

9 Q. And will that be provided to
10 FirstEnergy?

11 A. That's FirstEnergy's option
12 as it's established in the engagement
13 letter.

14 Q. So what I believe you're
15 referring to is on the first page, the
16 first paragraph under Andersen's
17 responsibilities and limitations, the
18 last sentence, if you request a written
19 report, is that the written report you
20 were referring to that they could
21 request at the end?

22 A. That's correct.

23 Q. And without that you will
24 leave nothing in writing with them?

25 A. Unless they request specific

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1 pieces in writing.

2 Q. Have you provided any
3 written report to FirstEnergy with
4 respect to IEU?

5 A. IEU's written report would
6 have been shared with FirstEnergy at the
7 time that we discussed the results of
8 my initial round of review of all of
9 the suppliers, but that would have been
10 the reports that were given to David
11 Blank to use as an outline for our
12 discussion that he then returned to me
13 at the end of that discussion.

14 Q. Do you know with respect to
15 IEU if you had conversations with others
16 at FirstEnergy who documented those
17 discussions?

18 A. I don't recall specifically
19 if IEU would have been included in any
20 of those conversations or not. I may
21 be able to better determine if I'm
22 looking at all of my notes, but I don't
23 recall specifically if they were.
24 There's a possibility they could have
25 been.

1 Q. Now, you indicated that this
2 engagement letter is sort of a form
3 letter of Arthur Andersen's that you
4 then adjust for the particular client,
5 is that correct?

6 A. That's correct.

7 Q. And what is the -- what
8 would you consider to be the normal
9 procedure -- you call these a -- tell
10 me again the phrase.

11 A. An agreed upon procedure
12 engagement.

13 Q. I'm going to write that
14 down. In an agreed upon procedure
15 engagement -- strike that. Based on
16 the description that you indicated to me
17 at the beginning of your
18 responsibilities with Arthur Andersen, I
19 assume you are regularly involved in
20 agreed upon procedure engagements, is
21 that correct?

22 A. I don't know how you would
23 define regularly. I've performed
24 several agreed upon procedures in my
25 career in various circumstances, but

1 it's not -- agreed upon procedures
2 usually are not normal recurring
3 procedures.

4 Q. And how many would you say
5 you've been involved in?

6 A. I would say somewhere in the
7 ten to 12 range.

8 Q. Is it your experience with
9 those other agreed upon procedure
10 engagements that written reports were
11 not provided?

12 A. In some cases written
13 reports were not provided and in others
14 they were.

15 MS. FLEMING: When it's
16 convenient for you, I would suggest
17 maybe a five minute break.

18 MS. KAHN: Now's fine.

19 (Recess had.)

20 BY MS. KAHN:

21 Q. Ms. Dinie, once again going
22 back to your limited role in determining
23 capacity factor and load following, what
24 was that? You may have answered that,
25 I just don't remember what your answer

1 was as to what your role was.

2 A. I did answer it. Are you
3 referring to --

4 Q. You indicated in the
5 protocol, section 5, that you had some
6 limited involvement in your procedures
7 on the load following and capacity
8 factor issue. Could you tell me what
9 that involvement was?

10 A. Yes.

11 Q. And I apologize.

12 A. To the extent that any of
13 the agreements that I was looking at
14 made specific reference that a supplier
15 was to claim on behalf of a customer on
16 a load following basis or a capacity
17 factor basis, I would take note of that
18 and exchange that information with
19 FirstEnergy or made sure that the claim
20 was made on that particular basis, but
21 for the most part there wasn't a
22 distinguishment in the majority of the
23 contracts that I looked at.

24 Q. So it was really just
25 focusing on whether the contract between

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1 the supplier and the end user referenced
2 load following or capacity factor and if
3 it did, you would note that, is that
4 correct?

5 A. That's correct.

6 Q. And do you recall if any of
7 the IEU contracts indicated capacity
8 factor or load following?

9 A. I don't recall.

10 Q. When you were preparing to
11 go out and do these reviews, what did
12 you look at? Did you look at the
13 stipulation?

14 A. No.

15 Q. Did you look at the
16 supplemental materials to the
17 stipulation?

18 A. I don't know what those
19 materials would be, but probably not.

20 Q. That's probably a no. Did
21 you look at the Ohio Revised Code --

22 A. No.

23 Q. -- with respect to
24 electrical deregulation? Did you look
25 at the Public Utilities Commission's

1 rules?

2 A. No.

3 Q. Did you look at any
4 information provided by FirstEnergy
5 explaining the protocol?

6 A. I don't recall specifically
7 if any of the information explained the
8 protocol, but I did look at the
9 protocol itself and also looked at
10 several presentations that my
11 understanding was prepared by
12 FirstEnergy and shared with the
13 suppliers at various meetings that
14 FirstEnergy had with the suppliers
15 dating back to possibly July of 2000 or
16 so.

17 Q. And those presentations that
18 you reviewed, did you then get back to
19 FirstEnergy with questions?

20 A. I believe I had a few
21 questions on them.

22 Q. Do you remember what those
23 questions related to?

24 A. I don't recall specifically.

25 Q. Did you have any involvement

1 in -- let me go back. Strike that.

2 If you'll pull out your
3 protocol once again, that would be
4 Exhibit A. If you would turn to
5 section 6, approval process, and I will
6 limit this to 6.a for the moment.
7 Would you please tell me what specific
8 sections of 6.a your procedure was
9 involved with?

10 THE WITNESS: May I have
11 the question reread, please.

12 (Record read.)

13 A. I would have had some
14 involvement with the second item under
15 6.a with two little I's in identifying
16 whether or not -- not whether or not
17 the customer accounts and the customer
18 names matched, but whether or not the
19 customer name that was submitted in
20 accordance with the claim matched the
21 customer that came out of the
22 FirstEnergy customer information system.

23
24 And I would have had some
25 involvement with little I little V,

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1 which is the fourth step under there in
2 reading the contract that the supplier
3 had with the retail customer and looking
4 at the duration to make sure the
5 duration in that contract matched the
6 duration that the claim was made for.

7 Q. Is that all?

8 A. That's it.

9 Q. Therefore you had no
10 involvement with respect to registration
11 of the utility, or with the utility,
12 I'm sorry.

13 A. That's correct.

14 Q. Or verification that the
15 supplier was a CRES?

16 A. That's correct.

17 Q. Certified retail electric
18 supplier, sorry. And you're saying with
19 respect to 6.a, small Roman numeral 4,
20 the only thing that you would have been
21 looking at was the duration of the
22 contract or are you saying your review
23 process actually was broader, you also
24 were making sure there was a committed
25 capacity sale?

1 A. My review process was
2 broader than that in accordance with the
3 agreed upon procedures. I was reading
4 those contracts to identify whether or
5 not there were any provision in there
6 that would cause me concern as to
7 whether there was a legal binding
8 Document.

9 Q. In 6.a small Roman numeral 4
10 there is also a parenthetical that says
11 or an alternative form of verification.
12 Can you explain what your understanding
13 of that was?

14 A. I don't have an
15 understanding of that. In my opinion
16 there wasn't any type of an alternative
17 form of verification that ever came up
18 that I needed to look at.

19 Q. Okay. Let's move to section
20 6.b of the protocol, and once again
21 would you please tell me which
22 provisions of 6.b your procedures were
23 involved with and how?

24 A. My procedures would have
25 contained limited involvement in number

1 3 under 6.b, again in looking at the
2 customer name that was submitted by the
3 supplier within a claim and comparing it
4 to the customer name that came out of
5 the FirstEnergy customer information
6 system, and I would have spoke with the
7 suppliers then regarding those to make
8 sure that they knew who they were
9 actually claiming on behalf of, but
10 would not have had any other involvement
11 under that particular number.

12 I would have looked at
13 the contract duration under little B
14 little II, which is 7 under 6.b. I
15 would not have determined if there was
16 an actual contract, though, but I would
17 have brought to FirstEnergy's attention
18 if there were any provisions that caused
19 me concern.

20 Q. Okay. Do you know who would
21 have made the determination whether or
22 not there was a contract?

23 A. FirstEnergy would have made
24 that determination.

25 Q. Do you know who specifically

1 at FirstEnergy?

2 A. I believe David Blank would
3 have made that determination initially,
4 but I don't know who all he would have
5 consulted with. I do know one instance
6 he definitely consulted with somebody
7 else at FirstEnergy.

8 Q. Do you know who that other
9 person was?

10 A. In this particular instance
11 that I'm aware of it was Leila Vespoli.

12 Q. And do you know if that had
13 to do with IEU?

14 A. It did not have to do with
15 IEU.

16 Q. Do you know whether or not
17 Mr. Blank needed to make a determination
18 on whether or not a contract existed
19 with respect to IEU's claims?

20 A. There were items that I had
21 discussed with Mr. Blank that resulted
22 from my review in connection with IEU
23 that I had brought to his attention,
24 and what kind of determinations he
25 actually made from that point, I don't

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1 know.

2 Q. And what were the items that
3 you discussed with Mr. Blank with
4 respect to IEU?

5 A. I don't recall them
6 specifically. I would need to have my
7 notes in front of me.

8 Q. Okay. Going back to the
9 protocol for a moment where it says in
10 small Roman numeral 7, 6.b, small Roman
11 numeral 7, page 8 of 10, it indicates
12 if FE determines that at the time of
13 application an eligible supplier did not
14 have a contract, I assume that you were
15 involved with that aspect as well, is
16 that correct?

17 A. What are you assuming my
18 involvement would be?

19 Q. Determining whether or not
20 there was a -- not whether or not there
21 was a contract, but whether or not
22 there was a concern of the contract
23 existing at the time of application.

24 A. Yes, I would have been
25 involved in discussing with FirstEnergy

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1 if there was a concern as to whether or
2 not a contract existed.

3 Q. And what does at the time of
4 application mean to you?

5 A. My understanding based on
6 the information that FirstEnergy gave me
7 in giving me directions is that at the
8 time of application would have meant at
9 the time that the particular claim was
10 submitted for that customer or that
11 customer account.

12 Q. And do you recall whether
13 there were concerns raised with respect
14 to IEU not having a contract at the
15 time of application?

16 A. I don't recall positively
17 without having my notes in front of me.

18 Q. Okay. I want to hand you
19 Dinie Exhibit 3.

20 - - - - -
21 (Thereupon, Deposition
22 Exhibit-Dinie3 was
23 marked for purposes
24 of identification.)
25 - - - - -

1 Q. I know it's very redacted,
2 but does this -- is this a form that
3 looks familiar to you?

4 A. It does.

5 Q. And how did you make use of
6 this form?

7 A. My use of this form was only
8 to give me an idea of what suppliers
9 needed to be reviewed next and what
10 claims of those suppliers needed to be
11 reviewed next. This is a document
12 that's prepared by FirstEnergy that I
13 only had limited access to.

14 Q. This is not the document
15 that you were referring to when you
16 said you would get all the claims and
17 that's what you would count down?

18 A. No, it's not.

19 Q. Okay. And when you said you
20 would use this to determine what
21 suppliers you needed to review, how
22 would you make that determination from
23 this document?

24 A. And I should preface that by
25 saying that this was after the original

1 round of my reviews. The original
2 round of my reviews were done on a
3 first come first served basis. The
4 suppliers were all contacted by
5 FirstEnergy and told that FirstEnergy
6 was implementing its right to move
7 forward with this process, that they
8 needed to get in touch with me and
9 schedule a date with me within a
10 specified period of time and those
11 suppliers were then scheduled by
12 contacting me on a first come first
13 served basis.

14 After that initial
15 scheduling was done and the particular
16 claims were looked at in connection with
17 that original round, I then used this
18 to give me an idea of who was up next
19 in the so-called queue as it's referred
20 to to determine who was going to need
21 to be looked at next in conjunction
22 with FirstEnergy.

23 Q. So in other words, of the
24 MSG that was left after you did the
25 first round, who may be potentially in

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1 line to receive that MSG, is that
2 correct?

3 A. That is correct.

4 Q. And so you used this to
5 decide going down in that order who to
6 do the next review or reviews?

7 A. Yes. The decision wasn't
8 all mine, but we used this as a
9 discussion point to say we need to do
10 this supplier next and this supplier
11 next.

12 Q. When you say the discussion,
13 who did you have those discussions with?

14 A. Between myself and
15 FirstEnergy, primarily David Blank.

16 Q. And under the column that's
17 listed as status code, do you recall
18 what would be in that column?

19 A. Without seeing what's
20 actually in that column, I don't recall
21 what that stands for.

22 Q. We're done with that one.

23

24 (Thereupon, Deposition

25 Exhibit-Dinie4 was

1 marked for purposes
2 of identification.)

3 - - - - -

4 Q. I'll hand you what's marked
5 as Dinie Exhibit 4. Do you recall
6 seeing this letter?

7 A. I do recall seeing this
8 letter.

9 Q. And can you explain what you
10 believe the purpose of this letter was?

11 A. My understanding is that
12 this letter was sent out to the
13 suppliers that were in my original round
14 of reviews in order to make them aware
15 of the process that FirstEnergy was
16 implementing.

17 Q. And in the second paragraph
18 at the end of the paragraph it
19 references a review of the retail
20 contracts that support your MSG claim.
21 I assume that's the committed capacity
22 sale contract in your view?

23 A. That would be correct, I
24 believe.

25 Q. And once again it would be

1 your understanding that those retail
2 contracts would be executed between a
3 buyer and a seller of MSG, is that
4 correct?

5 A. My understanding is that
6 those contracts would be executed
7 between the entity that claimed the MSG
8 and its customer or end user.

9 Q. And if you had to designate
10 them as buyer and seller, how would you
11 do that, those two entities?

12 A. I've never had to make that
13 designation, but the end user would be
14 the buyer and then you've got a
15 claimant.

16 Q. Who in your mind would be
17 the seller?

18 A. May or may not be the
19 seller. I've never had to make that
20 determination.

21 Q. Why are you hesitating with
22 the may or may not?

23 A. There are certain claimants
24 that have established a customer
25 relationship that I'm unaware of whether

1 or not they're actually the, quote,
2 seller as you're calling it. I guess I
3 would need for you to define for me
4 what you mean by seller.

5 MS. KAHN: Could you read
6 that answer back.

7 (Record read.)

8 Q. Let me just ask you, when
9 you say claimants have established a
10 customer relationship, what type of
11 customer relationships did you see in
12 your review?

13 A. You've got aggregation
14 customer relationships, you've got
15 direct contract customer relationships.
16 Those are the only two I can recall.

17 Q. What do you mean by direct
18 contract relationship?

19 A. That there's a positive
20 confirmation as I referred to it before
21 where there's an actual written
22 agreement between the claimant of the
23 MSG and the customer.

24 Q. And when you're referring to
25 aggregation, are you once again

1 referring to the municipal opt out
2 aggregation that we had discussed
3 earlier?

4 A. Yes, and there are other
5 entities that are aggregating that have
6 claims in that they wouldn't necessarily
7 have to have an aggregation with an opt
8 out for -- based on my understanding in
9 order to make that claim.

10 Q. And you see that as a
11 different customer relationship than a
12 direct contract?

13 A. That's probably a fair
14 statement.

15 Q. And where do you see the
16 distinction?

17 A. For instance, a municipal
18 aggregator could make a claim on behalf
19 of its own city load and there
20 obviously wouldn't be an opt out process
21 because that municipal aggregator was
22 the individual entity that made the
23 claim.

24 Q. Uh-huh.

25 A. And the decision would have

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1 been based on budgetary reasons or
2 whatever their reasons were, but they're
3 not going to have to go through a
4 contracting stage with its own city
5 load.

6 Q. What about nonmunicipal
7 aggregators?

8 A. Nonmunicipal aggregators
9 would have had to have had something,
10 whether that be through an opt out
11 process, which I'm not aware of any,
12 but it would have had to have had
13 something in an agreement format with
14 its end use customers, not to say that
15 it couldn't be through an opt out
16 process.

17 Q. Would the aggregator as a
18 seller take title to the MSG, do you
19 know?

20 A. That I don't know.

21 Q. Okay. You indicated that
22 there was a second round and I want to
23 hand you Dinie 5.

24

25

(Thereupon, Deposition

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1 Exhibit-Dinie5 was
2 marked for purposes
3 of identification.)

4 - - - - -

5 Q. Once again I have redacted
6 this to take out customer information.
7 Is this a letter that you sent out to
8 claimants?

9 A. This is a letter that went
10 out to one claimant, yes.

11 Q. Do you know if you sent
12 these out -- this same format out to
13 numerous claimants? Obviously the
14 customers at the bottom would be
15 different, but the first four
16 paragraphs?

17 A. For the most part as best I
18 can recollect, yes, the first four
19 paragraphs would have been very similar
20 in all situations where it went out,
21 but it did go to numerous claimants.

22 Q. This was for the first round
23 or the second round, do you recall?

24 A. It was not the first round.
25 It would have been the second round and

1 potentially even the third or fourth
2 round to the extent necessary. I don't
3 recall specifically which round or
4 rounds, but it definitely was not the
5 first.

6 Q. Going to the third
7 paragraph, when you are addressing the
8 contracts that you're going to review,
9 you've specifically stated that you do
10 not want them to redact the paragraph
11 headers, is that correct?

12 A. That's correct.

13 Q. And I assume you mean --
14 well, why don't you tell me what you
15 meant by that.

16 A. A paragraph header would be
17 a description similar to if you go back
18 to the protocol and it says section 1,
19 purpose of document, so it would be the
20 description of what's going to be
21 contained beneath that particular
22 provision or beneath that particular
23 section.

24 Q. And were the contracts that
25 you reviewed in this second round, did

1 they have headers in all cases?

2 A. I don't recall specifically.

3 Q. What provisions were you
4 looking for with those headers?

5 A. Since I had been through the
6 original round or the initial round of
7 my reviews and I had reviewed contracts
8 for the most part in unredacted form at
9 some point in time in connection with
10 that initial round, I was really looking
11 for consistency to see if all the
12 contracts were similar to the ones that
13 I had reviewed before or if there were
14 additional provisions that I may now
15 need to take a look at in connection
16 with the second round or the third
17 round or the fourth round.

18 Q. And were those provisions
19 that you were concerned about those that
20 might contain contingencies?

21 A. I would have been concerned
22 with provisions that again could impact
23 or could bear upon the fact of whether
24 or not there was a legal binding
25 document.

1 Q. And what type of provisions
2 would you have focused on in that
3 regard?

4 A. Anything that would have
5 caused concern as to whether or not
6 there was a legal binding document.

7 Q. Do you recall specific
8 heading titles that concerned you?

9 A. No, I can't formulate a
10 specific title from a contract.

11 Q. Do you recall whether or not
12 there were contingencies in the IEU
13 contracts that you reviewed?

14 A. I recall what I consider to
15 be one contingency in the IEU contract.
16 That's not to say that may or may not
17 have been the only one, but it
18 specifically comes to my mind.

19 Q. What was that?

20 A. Within the contract between
21 IEU and its customers, there was a
22 provision that indicated that another
23 agreement had to be executed in
24 substantially the same form as the draft
25 that was attached to that contract

1 between IEU and its customers.

2 Q. Let me go back a minute.
3 When you were looking at the IEU
4 contract between IEU and their
5 customers, was there one form contract
6 that was used for all their members for
7 MSG?

8 A. The best that I can
9 recollect, yes, there was one form.

10 Q. And so this was the contract
11 -- the form that you reviewed had a
12 contingency, if I'm hearing you
13 correctly, that said you also have to
14 execute the agreement that's attached to
15 this form contract, is that correct?

16 A. It didn't say you, but it
17 said that the attached agreement had to
18 be executed and I don't recall who had
19 to execute it.

20 Q. And do you recall what the
21 attached agreement was?

22 A. The attached agreement was
23 an agreement between IEU and FirstEnergy
24 Services.

25 Q. Did it have a title?

1 A. I have an acronym for it and
2 I don't know if this is the exact
3 title, but I believe it was the master
4 services -- master services agreement or
5 something along those lines.

6 Q. Okay. FirstEnergy Services,
7 could you explain who that is?

8 A. FirstEnergy Services is a
9 subsidiary of FirstEnergy Corporation.

10 Q. And what does FirstEnergy
11 Services do?

12 A. Based on other knowledge of
13 the company, FirstEnergy Services --
14 based on my other knowledge of the
15 company, FirstEnergy Services is on the
16 nonregulated side of the corporation and
17 is kind of the parent company for many
18 of the nonregulated activities that
19 FirstEnergy is involved in.

20 Q. Did you review the master
21 services agreement?

22 A. I did read the master
23 services agreement.

24 MS. FLEMING: I think you
25 need to listen to the question. I'm

1 not sure she understood the question, if
2 you could read it back.

3 (Record read.)

4 MS. FLEMING: I can
5 interject here --

6 A. No. I read the draft of the
7 master services agreement that was
8 attached to one of the contracts between
9 IEU and its customer.

10 Q. Uh-huh.

11 A. But I did not review an
12 executed copy of the master services
13 agreement.

14 Q. Did you inquire with IEU as
15 to whether or not the master services
16 agreement was executed by the customer?

17 A. I did make that inquiry.

18 Q. And?

19 A. And I'll preface that by
20 saying I don't recall who the master
21 services agreement had to be executed
22 by. I don't know if it was by the
23 customer, I don't recall that, but I
24 did make the inquiry as to whether or
25 not it had been finalized and executed

1 and the answer was no, it had not at
2 that point in time.

3 Q. And were you later advised
4 that it had been?

5 A. No.

6 Q. And did you point out this
7 contingency to FirstEnergy?

8 A. I did.

9 Q. Did you also advise
10 FirstEnergy that you were unable to
11 confirm if it had ever been executed?

12 A. At the time that I reported
13 my summary to FirstEnergy, I said to
14 the best of my knowledge there was not
15 an executed document out there, yes.

16 Q. Did you request that IEU get
17 back to you to supplement whether or
18 not it was ever executed?

19 A. I did not.

20 Q. Did you review the
21 unexecuted -- the draft master services
22 agreement in your initial round?

23 A. I did.

24 Q. And was that part of your
25 summary report with respect to IEU?

1 A. I believe it was, but I
2 don't recall specifically without seeing
3 my summary report.

4 Q. Was your summary report
5 typed generally or was it handwritten?

6 A. For the initial round the
7 summary report was typed.

8 Q. Okay. Do you recall
9 discussing the master services agreement
10 with Mr. Blank?

11 A. I recall discussing the
12 concerns that I had regarding the
13 contingency that it hadn't been executed
14 and it was still in draft form and it
15 was still with FirstEnergy Services with
16 Mr. Blank. I don't know that I
17 specifically discussed any provisions
18 within the master services agreement
19 with him.

20 Q. Do you recall what Mr.
21 Blank's reaction was?

22 A. I don't recall specifically!

23 Q. Do you recall if Mr. Blank
24 gave you further instructions with
25 respect to the master services

1 agreement?

2 A. I recall two items being
3 raised that he had asked me to follow
4 up on, but I don't recall if there were
5 actually any additional instructions
6 other than those two follow-up items.

7 Q. And what were those
8 follow-up items?

9 A. I may not recall these
10 verbatim, but one was to determine the
11 exact wording within the contract
12 between IEU and its customers related to
13 the master services agreement, and the
14 second item was actually a follow-up
15 that I think FirstEnergy had made for
16 itself or Mr. Blank had made for itself
17 in connection with something along the
18 lines of customer credit arrangements.

19 (Record read.)

20 Q. Okay. With respect to the
21 exact wording, did you follow up on
22 that?

23 A. I did.

24 Q. And can you elaborate on
25 that?

1 A. I was asked to follow up on
2 something along the lines of whether or
3 not the contract between IEU and its
4 customers were worded that the master
5 services agreement had to be executed or
6 if it had to be executed in
7 substantially the same form as the
8 attached draft.

9 Q. And what was the result of
10 that?

11 A. The wording was that it had
12 to be executed in substantially the same
13 form.

14 Q. Was there any other
15 instruction with respect to follow-up on
16 wording?

17 A. I don't recall any others.

18 Q. Did Mr. Blank explain to you
19 the relevance or the distinction between
20 those two phrases?

21 A. No.

22 Q. Or why it was significant to
23 him?

24 A. No.

25 Q. With respect to the customer

1 credit arrangements, I'm not quite sure
2 I understand what that is. Can you
3 explain that more?

4 A. I don't recall specifically
5 what it was without my notes either.

6 Q. Okay. What customer are you
7 referring to, the customer of
8 FirstEnergy or the end user customer,
9 the retail customer, do you know?

10 A. What customer am I referring
11 to --

12 Q. For the customer credit
13 arrangement, I'm sorry.

14 MR. RUXIN: I'm sorry,
15 could you read the question back? I
16 just lost the thread.

17 (Record read.)

18 A. I don't know what customer
19 it would have been.

20 Q. Did you do follow-up on the
21 customer credit arrangement?

22 A. I did not. That was a
23 follow-up point FirstEnergy had made for
24 itself.

25 Q. So it would be your

1 testimony that the only contingency in
2 the IEU contract that you reviewed for
3 committed capacity sale was the
4 requirement with respect to the master
5 services agreement, is that correct?

6 THE WITNESS: Would you
7 reread that question, please?

8 (Record read.)

9 A. That's the only contingency
10 that I can recall without my notes in
11 front of me.

12 Q. You indicated with respect
13 to Dinie Exhibit 5 that this form
14 letter went out after the first round
15 of reviews, is that correct? Let me
16 rephrase that. Did not go out for the
17 first round of reviews, is that correct?

18 A. That's correct.

19 Q. When you were preparing to
20 go out for your first round of reviews,
21 how did you advise those suppliers who
22 you were going to review what you
23 wanted to be looking at?

24 A. The suppliers were primarily
25 advised through the letter that came

1 from Mr. Blank that you've given to me
2 in Dinie Exhibit 4 that they were to
3 get in contact with me in order to
4 schedule this review and that we would
5 be looking for the written agreements or
6 the contracts between the claimants and
7 their customers.

8 Q. When you got in touch with
9 them, did you give them more detail as
10 to what you wanted to see?

11 A. I didn't specifically have a
12 prepared speech to give them, but if
13 questions were asked, I tried to answer
14 them.

15 Q. Did you have discussions
16 with IEU as to what you were going to
17 want to review?

18 A. Not that I can recall.

19 Q. And during your review at
20 IEU, who did you work with on behalf of
21 IEU?

22 A. There were two individuals
23 that I primarily worked with and there
24 was a third individual that assisted
25 with taking my coat and gathering some

1 information or collecting documents or
2 making copies or whatever.

3 Q. Who were those people?

4 A. The two that I primarily
5 worked with was Sam Randazzo and Kevin,
6 I think it's Murray.

7 Q. Okay. You're doing better
8 than I would do. Were both Mr.
9 Randazzo and Mr. Murray present at your
10 review in the initial round?

11 A. At various points in time
12 during my review they were both present.

13 Q. And did you ask questions of
14 both of them?

15 A. I don't recall specifically
16 if it was one or both of them that I
17 asked questions of.

18 Q. Did you ask questions with
19 respect to the master services
20 agreement?

21 A. I did inquire with respect
22 to the master services agreement as to
23 whether or not it had been executed and
24 finalized.

25 Q. Did you have other questions

1 with respect to the master services
2 agreement?

3 A. I don't recall without my
4 notes.

5 Q. You indicate in this format
6 letter, Dinie Exhibit 5, that you're
7 going to want to review pricing. What
8 was it that you needed to review with
9 respect to pricing arrangements?

10 A. I don't believe that I
11 specifically say in here that I'm going
12 to want to review pricing. I think it
13 says to be sure that all attachments
14 are included.

15 Q. That identified the specifics
16 of the contract such as the locations
17 covered and/or the pricing arrangements.

18 A. Right. I'm looking to make
19 sure that all attachments are included
20 in the information that's provided to me
21 so that I don't have the follow-up
22 question to have to go back and ask for
23 attachments.

24 Q. But if you wanted to make
25 sure the attachments for pricing were

1 included, I would assume you were going
2 to look at the pricing, is that
3 correct?

4 A. No, that's not correct. I
5 could care less what they're pricing the
6 electricity at, to be honest.

7 Q. So then why were you
8 concerned that the attachment with
9 respect to pricing was there?

10 A. Because in some cases there
11 were certain suppliers that the way
12 their contract was written was that the
13 contract was not a contract until the
14 pricing attachments had been signed by
15 the customers and I needed to make sure
16 I saw those attachments in signed format
17 before I could say that yes, you've --
18 there's nothing here that causes me any
19 concern.

20 Q. Do you recall if there was a
21 pricing concern with respect to IEU?

22 A. Since I wasn't interested in
23 the pricing, I don't know I would say
24 that there was a pricing concern. I
25 don't recall that IEU had any pricing

1 attachments.

2 Q. Do you recall if IEU's
3 contract was redacted?

4 A. IEU's contract between itself
5 and its customers were not redacted.

6 Q. Do you recall if the IEU
7 contracts gave the customer the right to
8 terminate?

9 A. I don't recall positively
10 without my notes.

11 Q. How many visits did you make
12 to IEU?

13 A. One physical visit to them.

14 Q. And do you recall how long
15 you were there approximately?

16 A. Somewhere in the five or six
17 hour range, maybe seven.

18 Q. And do you recall how many
19 contracts you reviewed approximately?

20 A. Probably somewhere close to
21 20.

22 Q. I'm correct that you
23 previously testified that all the
24 contracts were the same however, is that
25 correct, in terms of the form of the

1 contract between IEU and its members?

2 A. That's correct.

3 Q. So when you're saying 20
4 contracts, that would be between IEU and
5 an individual member of IEU, correct?

6 A. Yes.

7 Q. I just want to clarify that
8 each contract -- each of those 20
9 contracts would reflect an agreement
10 between IEU and one of its members?

11 A. Yes.

12 Q. Okay. In the preparation of
13 your summary reports, did you allow the
14 claimants to review those summary
15 reports?

16 A. I did not permit the
17 claimants to review those summary
18 reports unless I obtained permission
19 from FirstEnergy.

20 Q. And how would that come
21 about, the permission?

22 A. Because Arthur Andersen was
23 engaged by FirstEnergy and this is an
24 agreed upon procedures engagement, our
25 review and summary information goes to

1 FirstEnergy because they're the
2 individuals that have engaged us to
3 perform this work, so we report to
4 FirstEnergy and in accordance with firm
5 standards I'm not permitted to report
6 that information to anyone else except
7 for FirstEnergy unless I have
8 FirstEnergy's permission to do so.

9 Q. And I assume therefore
10 claimants did make the request and you
11 had requested permission, is that
12 correct?

13 A. Some claimants made the
14 request.

15 Q. Did IEU?

16 A. They did not.

17 MS. KAHN: I need about a
18 three minute break.

19 (Recess had.)

20 - - - - -

21 (Thereupon, Deposition
22 Exhibit-Dinie6 was
23 marked for purposes
24 of identification.)

25 - - - - -

1 Q. I have marked Dinie Exhibit
2 6 and for the record we are now going
3 through the documents that were produced
4 by Ms. Dinie as part of her subpoena
5 duces tecum and these were produced this
6 morning to us.

7 I have marked as Exhibit
8 6 documents that were Bates stamped one
9 through 12 if it would help, and first
10 can you explain to me what this is?

11 A. This is a document that was
12 prepared by FirstEnergy and my
13 understanding is that it was a summary
14 of all of the claims that FirstEnergy
15 had approved as of certain dates.

16 Q. And why was it provided to
17 you?

18 A. For my information.

19 Q. Did you in any way confirm
20 that these approved claims were
21 consistent with your belief that your
22 review had been completed for a claim?

23 A. I did not take this document
24 after it had been provided to me and
25 look at the claims that were on it and

1 compare to see whether or not my review
2 was completed, no.

3 But prior to this document
4 being created, I do know that there
5 were discussions that took place between
6 myself and Mr. Blank regarding numerous
7 claims.

8 (Record read.)

9 Q. And when you're indicating
10 prior to this document being created, is
11 that because you knew what was going to
12 go into the document so you were
13 concerned about specific claims?

14 A. I knew what claims we had
15 talked about. I didn't know what was
16 going to go into the document or how
17 they were going to summarize it
18 internally, no.

19 Q. So your reference to having
20 numerous conversations with Mr. Blank
21 with respect to claims, is that a
22 reference to the summaries that you
23 would provide to Mr. Blank?

24 A. Not only the summaries that
25 I would provide to Mr. Blank, but also

1 other conversations that I had had with
2 him at various times in order to
3 discuss the process and where we were
4 at and what I had completed and so
5 forth from the last time that we had
6 had such a discussion.

7 Q. So you would report to Mr.
8 Blank, as far as I'm concerned my
9 review is completed of these claims,
10 listing specific claims, is that
11 correct?

12 A. In some cases, yes. In
13 other cases, it was an inquiry that was
14 made as to looking at the queue and
15 looking at Mr. Blank or someone at
16 FirstEnergy would be looking at the
17 queue and would be looking at the next
18 claims in line and ask me, have you
19 looked at this one, where are we at
20 with this one.

21 Q. So it was somewhat of an
22 informal process that you would report
23 your conclusion of your review?

24 A. After the initial round,
25 that's correct.

1 Q. Okay. I think I need to
2 better understand the initial round.

3 A. Because the initial round
4 all took place within a short time
5 period and that's basically all I was
6 doing was jumping from one supplier to
7 another to make my visits and to
8 perform my reviews, all of that
9 information was summarized and discussed
10 with Mr. Blank in one sitting.

11 Q. Okay.

12 A. Subsequent to that point in
13 time, information was requested and was
14 gathered more on a piecemeal basis
15 because I didn't make second and third
16 visits to a lot of the suppliers and it
17 was just on an as-needed basis that
18 information was requested from them and
19 it was provided to me then based on
20 their schedules, and as a result my
21 discussions with Mr. Blank were more
22 sporadic as I had completed something or
23 as he had inquired about something.

24 Q. All I'm trying to
25 distinguish so I can understand this,

1 the first round from what I'm
2 understanding you would consider when
3 you went out to each supplier's location
4 and you did a report on all those
5 visits. The second round may include
6 follow-up information that resulted from
7 the first round or would you include
8 that as part of your first round?

9 A. It could be both. I don't
10 recall specifically whether my contacts
11 were made as it relates to follow-up
12 information from the first round.

13 In some cases it might
14 have been that the inquiries that
15 resulted from my first round that
16 FirstEnergy then asked me to go back
17 and do additional follow-ups on were
18 provided to the suppliers at the same
19 time that their listing for their second
20 round was provided, and in other
21 situations it may have been that there
22 was an interim communication that took '
23 place.

24 Q. When you had this meeting
25 with Mr. Blank to go over all the

1 results of the first round, it didn't
2 necessarily mean that you had concluded
3 your review of every one of those
4 claims, is that correct?

5 A. That's correct, because there
6 were follow-up points that came out of
7 that.

8 Q. If you would turn to page,
9 what's Bates stamped as 3, do you know
10 what the numbers mean with respect to
11 IEU, the 170 and the 6.4 going across?

12 A. I do not.

13 Q. Okay. Could you turn to
14 page 6.

15 A. (Witness complies.)

16 Q. The line across for IEU that
17 starts with 170.7, do you understand
18 what the losses column at the top
19 means?

20 A. This was prepared by
21 FirstEnergy. It's probably a question
22 better directed to them.

23 Q. Okay. Do you recall whether
24 or not this was broken out by operating
25 company?

1 A. I believe it was, but I'm
2 not positive.

3 Q. Okay. Bates number 7,
4 please. I assume once again this was a
5 FirstEnergy prepared document, is that
6 correct?

7 A. That is correct.

8 Q. There is down at the bottom,
9 approval subject to FirstEnergy
10 registration, FES question mark. Do you
11 know what that means?

12 A. I don't know positively.

13 Q. Do you have any idea?

14 A. The approval subject to FE
15 registration I'm guessing is that
16 FirstEnergy needed to make sure that IEU
17 had registered with them.

18 My understanding is that
19 FirstEnergy required a separate
20 registration process in order for
21 suppliers to submit claims and I'm
22 guessing that that's what that means.

23 FES is an acronym that is
24 used for FirstEnergy Services, but why
25 it has the question marks and why it's

1 there, I'm not positive.

2 Q. Going over where it says
3 subsequent claims subject to auditor
4 review, megawatt values subject to
5 review, do you know those two phrases
6 mean?

7 A. Again, I don't know
8 positively, but I do know that at
9 various times when they put together
10 these summaries, the claims that were
11 being listed here for approval weren't
12 necessarily the only claims that any
13 particular supplier had in at that given
14 point in time, but they were only the
15 claims that I had been through my
16 process and FirstEnergy had been through
17 all of its processes on and plus those
18 were the only claims that they were
19 ready to approve is my understanding at
20 that point in time. So there were
21 subsequent claims that would have come
22 in that I needed to go through my
23 process on and that FirstEnergy
24 potentially maybe needed to go through
25 their process on.

1 Q. And their process would be
2 the approval process?

3 A. Their process was more than
4 just the approval process and I don't
5 know what all was entailed in their
6 process, but their process started at
7 the very beginning in looking to make
8 sure that customers that were submitted
9 within a claim was actually a
10 FirstEnergy customer, that it was
11 submitted within a claim under a
12 FirstEnergy company that serviced that
13 customer, that it was a valid customer
14 account number, that it was an active
15 customer account, the capacity that was
16 claimed matched what they had in their
17 system as being a reasonable amount for
18 that capacity that was claimed, whether
19 or not there were any duplicates.

20 It was kind of an ongoing
21 process all the way from beginning to
22 end. So their additional review after
23 I performed mine, they had to take
24 additional steps to make sure if there
25 were any follow-ups that they needed to

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1 take care of and any additional
2 administrative items that needed to be
3 taken care of before they approved
4 claims. That was my understanding of
5 how they went about it.

6 Q. Do you have any idea what
7 the 8.933 remains in queue due to
8 megawatt limit means?

9 A. I could guess what that
10 means, but I don't know positively.

11 Q. What would your guess be?

12 A. My guess would be that after
13 one of these claims, and I'm guessing
14 it would be the OE one since it stands
15 next to it, after that claim was
16 approved, that that was the amount that
17 was remaining in the queue at that
18 point in time based on these figures
19 due to the fact that there was a
20 limitation on the megawatts that each
21 subsidiary company of FirstEnergy was
22 offering in conjunction with the
23 transition or stipulation.

24 MS. KAHN: Okay. I know
25 this is somewhat out of order, but it

1 is Bates stamped number 90 through 101.

2 - - - - -

3 (Thereupon, Deposition
4 Exhibit-Dinie⁷ was
5 marked for purposes
6 of identification.)

7 - - - - -

8 MS. KAHN: For your
9 records, it's Dinie No. 7 now.

10 Q. Ms. Dinie, do you recall
11 receiving this email from Mr. Blank?

12 A. There's a couple of them,
13 and yes, I recall receiving them,
14 although I'm not sure how or where 100
15 and 101 fit in.

16 Q. Okay. We might be better
17 off if we broke this up, for 90 and 91
18 to be Dinie Exhibit 7, Bates stamp 90
19 and 91.

20 Just to make this easier,
21 is it your understanding that Bates
22 stamps number 92 through 99 go together',
23 that that was the attachment to the
24 email?

25 A. I believe that's the case,

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1 yes.

2 Q. Why don't we mark that as
3 Dinie 8, Bates stamps 92 through 99.

4

- - - - -

5 (Thereupon, Deposition
6 Exhibit-8 was
7 marked for purposes
8 of identification.)

9

- - - - -

10 Q. With respect to Dinie 7, it
11 is dated December 21st of 2000, is that
12 correct?

13 A. That's correct.

14 Q. And this had an attachment
15 showing MSG claims that had been
16 approved, is that your understanding?

17 A. Or subject to approval based
18 on the email.

19 Q. And where it says subject to
20 approval pending PUCO certification/FE
21 registration, what would be your
22 understanding of those requirements?

23 A. Probably better addressed to
24 FirstEnergy because I don't know what
25 specifically they were looking with

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1 there, or looking at there.

2 Q. Is it your understanding
3 that once something showed up on the
4 attached table that would be an
5 indication that your review process had
6 been completed?

7 A. I don't know that I can say
8 that for certain because I did not see
9 these attachments prior to the time that
10 they were distributed.

11 Q. Do you recall if you were
12 still involved in a review process with
13 IEU at the time that this approved
14 claim attachment was provided, so as of
15 December 21st?

16 A. I would have completed my
17 initial round of my review of IEU as of
18 this date, at least I believe that I
19 would have. There could have been
20 second or third rounds that may or may
21 not have been completed, I don't recall
22 the specific timing, and I don't know
23 what claims specifically that these
24 particular lists would entail for IEU
25 and whether or not they were included

1 in my first or second round.

2 Q. Do you recall that you
3 mentioned there were two follow-up items
4 raised with the IEU contract? Had
5 those been resolved by December 21st
6 that you're aware of?

7 A. The first item, which would
8 have been the item that I was asked to
9 follow up on, would have been resolved.
10 The second item I'm not certain because
11 I believe that was a FirstEnergy
12 follow-up.

13 Q. On Dinie 6 the very first
14 page --

15 MS. FLEMING: Bates one
16 through 12.

17 Q. -- at the top it indicates
18 IEU approved claims with CEI, claim
19 number 1756.

20 When you turn to Bates
21 stamp number 2, does that indicate the
22 amount of IEU claim number 1756 in
23 terms of megawatts, do you know?

24 A. I don't know that
25 positively. I didn't prepare this.

1 Q. Okay. Can you turn back to
2 page 7 again, the Bates stamp?

3 A. (Witness complies.)

4 Q. And you'll note that that's
5 claim numbers 55, 61 and 68 for IEU.
6 Would that reflect that there are other
7 claims within there such as 1756, do
8 you know?

9 A. Other claims within where?

10 Q. Within those claim numbers.
11 That the total megawatts, for instance,
12 for CEI is 30.055, yet the megawatts on
13 page 1 of the Bates stamp for IEU and
14 CEI is .762. Do you know how those two
15 numbers work together by any chance?

16 A. I don't know and I don't
17 know that they do work together.

18 Q. Okay. So you don't know if
19 these .76 is incorporated within the
20 30.055?

21 A. I don't know.

22 Q. Okay. Bates stamp number
23 101.

24

25 (Thereupon, Deposition

1 Exhibit-9 was
2 marked for purposes
3 of identification.)
4 - - - - -

5 Q.. Up at the top it says
6 summary of claim review with Denise
7 Dinie 11/11/2001. One would have to
8 assume that's a typo?

9 MR. RUXIN: This is
10 Bates stamp --

11 MS. KAHN: 101.

12 MR. RUXIN: And it's
13 Dinie No. 9?

14 MS. KAHN: Eight.

15 MS. FLEMING: Isn't it 9?

16 MS. KAHN: It is 9, sorry.

17 Q. Do you recall why this
18 document was provided to you?

19 A. I can guess that it was for
20 my information.

21 Q. And the November 11, 2001,
22 do you recall if you had a review
23 meeting November 11th of 2000?

24 A. I doubt there would have
25 been a review meeting November 11th of

1 2000 because if I recall correctly, that
2 would have been before any of my visits
3 would have even taken place.

4 Q. And this would have been
5 provided to you for what reason, do you
6 remember?

7 A. For my information,
8 FirstEnergy provided it. It wasn't
9 something that I asked for. I don't
10 know why they would have.

11 Q. Did you use it at all in
12 your review process?

13 A. No.

14 Q. Did you put it in the file
15 for the claimant?

16 A. It would have contained
17 numerous claimants, and no, it just
18 would have went in my general file.

19 Q. Okay.

20 A. If I even had a hard copy.
21 It might have just been saved in an
22 email.

23 - - - - -

24 (Thereupon, Deposition

25 Exhibit-Diniel0 was

1 marked for purposes
2 of identification.)

3 - - - - -

4 Q. Let me mark as Dinie Exhibit
5 10 Bates stamps number 112 through 117.
6 Can you identify what these documents
7 are?

8 A. I believe these documents
9 are copies of the ASCII files that were
10 uploaded into the FirstEnergy web site,
11 but I don't recall for which supplier.

12 Q. And these were ASCII files
13 that you obtained when you were out
14 doing the review, is that correct?

15 A. That's correct.

16 Q. So what would the numbers
17 designate on this?

18 A. I don't know that
19 positively. My guess would be it's the
20 capacity claimed.

21 - - - - -

22 (Thereupon, Deposition
23 Exhibit-Diniell was
24 marked for purposes
25 of identification.)

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Q. Dinie Exhibit 11, which is Bates stamped number 118, do you recall how this document was provided to you?

A. This was also a document prepared by FirstEnergy. I believe I was copied on an email that contained this document.

Q. And it indicates problems identified during audit. Would those be problems that you identified in your review process?

A. That would be correct, although I don't know that it would be limited to that, if I were to see all the unredacted information or all of the redacted information.

Q. What else could be on here?

A. I don't remember.

Q. Okay. Let me step back a moment. When you were redacting, what were you focusing on with respect to your redaction?

MS. FLEMING: I can interject and say that we redacted other

1 suppliers and customer names and account
2 numbers.

3 MS. KAHN: Okay. So
4 anything having to do with IEU was not
5 redacted, is that correct?

6 MS. FLEMING: Correct.

7 Q. And this indicates that IEU
8 is clean but subject to the FES MESA.
9 Would you believe that is the MSA that
10 you were referring to earlier?

11 A. That was the acronym that I
12 used for the master services agreement,
13 yes, and I don't remember if there's a
14 word that stands for the E.

15 Q. But you actually used MESA?

16 A. I think I used MSA.

17 Q. Okay. And did you have a
18 discussion with Mr. Blank with respect
19 to this identified problem once you
20 received this document?

21 A. This I believe, and this is
22 all out of context for me, but I
23 believe this document was actually
24 created after I had a discussion with
25 someone at FirstEnergy. I don't recall

1 if that was with Mr. Blank or if that
2 was with Mr. Headings. I have a
3 feeling that it was with Mr. Headings
4 who then summarized it in order to
5 present it to Mr. Blank, but because
6 it's taken out of context and I don't
7 know what came before it and what after
8 it, I don't know that positively.

9 Q. That's okay. We don't
10 either.

11 (Discussion off record.)

12 Q. Mr. Headings, can you tell
13 me what his role was with your review
14 process?

15 A. Mr. Headings was primarily
16 responsible for running the various
17 reports that I required in order to
18 complete my reviews, which would be the
19 valid claims listing and the error
20 reports to deliver to suppliers and so
21 forth and so on.

22 I also made inquiries of'
23 Mr. Headings from time to time on
24 account number matches. If I had an
25 old customer account number from

1 FirstEnergy's system that was provided
2 to me by the supplier and as a result I
3 couldn't identify that it was the
4 correct account number for that
5 particular location, I would inquire of
6 him and he could run an inquiry through
7 the system to get me the match for the
8 new customer account number that related
9 to that same location.

10 From time to time Mr.
11 Blank asked me to sit and discuss my
12 results with Mr. Headings who would then
13 summarize them for Mr. Blank. Mr.
14 Headings was involved in various other
15 discussions on the front end as it
16 related to the types of reports that I
17 would be using and the scope of the
18 engagement and so forth and I don't
19 recall what else, what other involvement
20 he may have had.

21 Q. Do you recall whether or not
22 your concern with respect to the MSA
23 was addressed with Mr. Headings rather
24 than Mr. Blank?

25 A. I believe that my concerns

1 were discussed with both of them at
2 various times.

3 Q. So you had several
4 conversations with respect to the MSA,
5 is that correct?

6 A. I would have had several
7 conversations based on when claims came
8 up for my review.

9 Q. I'm not sure I followed
10 that.

11 A. And I guess the answer to
12 your question is yes, that there very
13 well could have been and I do
14 specifically recall at least two
15 conversations as it related to my
16 initial review of IEU. There then
17 would have been additional conversations
18 as additional claims came up for review
19 that were not included in the initial
20 or the original round that I would have
21 then had additional conversations on.

22 Q. Specifically with respect to
23 the MSA?

24 A. I would have to look at my
25 notes positively, but I believe that

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1 that's true, that each time that I
2 would have discussed a claim with them,
3 I probably would have brought it back
4 up to their attention knowing that it
5 was an unresolved item that I had
6 brought up to their attention
7 previously, or at least unresolved from
8 my knowledge.

9 Q. Before I mark these, if you
10 could look at Bates numbers 71 through
11 76. Do these all go together or are
12 these separate? It would appear there
13 are two different --

14 A. It appears as there were
15 actually three different emails there.

16 - - - - -

17 (Thereupon, Deposition
18 Exhibit-Diniel2 was
19 marked for purposes
20 of identification.)

21 - - - - -

22 Q. 12 is Bates number 71. This
23 is an October 30th email from you to
24 Mr. Blank, is that correct?

25 A. That is correct.

1 Q. In the second paragraph you
2 indicate that as others become available
3 such as internal auditing's documents
4 and your lists of those companies that
5 have requested reserves, along with your
6 concerns, please forward them to me so
7 we may be prepared at any time.

8 Can you tell me what is
9 -- what were you expecting from internal
10 auditing's documentation?

11 A. My understanding was that
12 the day that the web site went live,
13 which was somewhere in the middle of
14 October, I don't know the specific date,
15 that FirstEnergy had one or two
16 representatives from their internal
17 auditing department that actually were
18 setting there in the room where the web
19 site was being run from, whatever you
20 want to describe it as, and were
21 documenting the process that took place
22 from the point in time that it went
23 live and I don't know how long that
24 documentation continued for.

25 Q. Why did you want a copy of

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1 that documentation?

2 A. My understanding was that
3 there were several difficulties that
4 took place that day and I don't know
5 all of the difficulties, but my
6 understanding is the web site went down
7 for a period and so forth and not being
8 present and not knowing exactly what
9 happened, I thought that it might be
10 helpful for us to get internal
11 auditing's documentation and gain an
12 understanding of how they saw things
13 progressing in order to determine what
14 our involvement was going to be. This
15 was on the very front end of our
16 involvement prior to the time that an
17 engagement letter or our procedures were
18 even drafted.

19 Q. Did you get that
20 documentation from internal auditing?

21 A. I did not, I never received
22 it.

23 Q. And why not?

24 A. It was never forwarded to me
25 by FirstEnergy and after we had been

1 through the discussions and gained a
2 further understanding, I don't know that
3 it would have been necessary for me to
4 perform the procedures at FirstEnergy
5 wanted me to perform.

6 - - - - -

7 (Thereupon, Deposition
8 Exhibit-Diniel3 was
9 marked for purposes
10 of identification.)

11 - - - - -

12 Q. Dine Exhibit 13, Bates
13 number 72. This is an email from David
14 Blank to you in which he indicates that
15 he has some more information on timing
16 ideas.

17 Could you give me a
18 little bit more detail in what he was
19 discussing with respect to more
20 information?

21 A. I do recall that this
22 message was in response to the previous
23 email that we've marked now as Exhibit
24 No. 12, but I don't recall specifically
25 what that more information was.

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1 Q. Okay. And timing ideas, do
2 you recall what that referred to?

3 A. I don't know specifically.
4 My question is that the timing of when
5 they were hoping my reviews were going
6 to take place.

7 - - - - -
8 (Thereupon, Deposition
9 Exhibit-Dinie14 was
10 marked for purposes
11 of identification.)

12 - - - - -
13 Q. Dinie Exhibit 14 and that
14 would be Bates stamps 73 through 76.
15 At page 75 Bates page, is that your
16 handwriting up at the top?

17 A. That is.

18 Q. I can almost read all of it,
19 Dave's beginning of an audit --

20 A. Work program.

21 Q. Thank you. Was this the
22 beginning of what was going to be your
23 scope of work?

24 A. I think this is what Dave
25 originally had in mind until we gained

1 a further understanding of what
2 FirstEnergy's system was actually able
3 to do and how FirstEnergy wanted to
4 proceed in connection with my scope of
5 work.

6 Q. So this was -- this document
7 was revised as reflected in your
8 engagement letter?

9 A. It's probably a question
10 better asked to Dave. I think again
11 this document is what he had in mind
12 initially until we had further
13 conversations on it and then it was
14 determined that some or all of this may
15 not work.

16 Q. Okay. Did you accept any
17 affidavits from suppliers?

18 A. I did not.

19 Q. So in reviewing this, you
20 would not -- in reviewing pages 75 and
21 76 in particular, you would not say
22 that this reflects the criteria for your
23 engagement?

24 A. Absolutely not. The
25 criteria of my engagement are reflected

1 in the engagement letter and the
2 attachments to that letter that shows
3 the agreed upon procedures.

4 - - - - -

5 (Thereupon, Deposition
6 Exhibit-Dinie15 was
7 marked for purposes
8 of identification.)

9 - - - - -

10 Q. Can we mark as Dinie Exhibit
11 15, this will be Bates stamps number 14
12 through 70. Ms. Dinie, does this
13 reflect the documents that were provided
14 to you as a way of helping to explain
15 the protocol?

16 A. I don't know that I would
17 say these documents were all provided to
18 me to help explain the protocol, but
19 they were all provided to me to help
20 explain the entire MSG program and I
21 believe the protocol is actually one of
22 these documents --

23 Q. And did you review --

24 A. -- with the exception of
25 Bates number 70.

1 Q. And what is the exception
2 with number 70?

3 A. I don't know for sure why
4 number 70 was provided to me. The only
5 thing that I can think of is that
6 because I had numerous contacts with
7 suppliers, suppliers would sometimes ask
8 questions of me that were probably more
9 appropriately directed to FirstEnergy,
10 and if suppliers had difficulty finding
11 the web site because the name had
12 changed, that's maybe one of the
13 questions that would have been coming my
14 way. So I think FirstEnergy was
15 anticipating that I could help field
16 that if I knew where the site had
17 changed to, but that was provided well
18 after the fact of my understanding of
19 the MSG process.

20 Q. Okay. That's right, it's
21 January. Did you review all these
22 documents that are part of Dinie Exhibit
23 15?

24 A. I read all these documents.
25 I don't know that I would have reviewed

1 them in detail.

2 Q. Did you contact some of the
3 authors of these documents to ask
4 follow-up questions?

5 A. Any follow-up questions that
6 I would have had would have went to Mr.
7 Blank at that time.

8 Q. Do you recall follow-up
9 questions that you had?

10 A. I believe I did have a
11 couple of questions.

12 Q. Do you recall what those
13 are?

14 A. I don't recall what those
15 are.

16 Q. Is there a reason that they
17 provided information to you on the
18 registration process?

19 A. I don't know of a specific
20 reason other than for me to gain an
21 understanding of the entire MSG program.

22 Q. Would that be the same
23 answer with respect to scheduling
24 information?

25 A. That would be correct.

1 MS. FLEMING: Do you have
2 an idea as to how much longer you're
3 going to be?

4 MS. KAHN: Hopefully half
5 an hour.

6 MS. FLEMING: I need to
7 make just a quick call. I'll be back
8 in just a minute.

9 (Recess had.)

10 - - - - -

11 (Thereupon, Deposition
12 Exhibit-Diniel6 was
13 marked for purposes
14 of identification.)

15 - - - - -

16 Q. It's marked as Dinie Exhibit
17 16, it will be Bates numbers 77 through
18 80.

19 Ms. Dinie, could you
20 explain who Mr. Noel is?

21 A. Mr. Noel is an experienced
22 manager in Andersen's business
23 consulting practice.

24 Q. And why did you want him to
25 review the scope of work?

1 A. Mr. Noel has been involved
2 in the entire FirstEnergy customer
3 choice process and because MSG was in
4 some way, shape or form a portion of
5 customer choice and the entire
6 FirstEnergy settlement, we wanted to
7 make sure that there weren't any
8 concerns or thoughts that Mr. Noel might
9 be able to provide to us in conjunction
10 with the procedures that we were being
11 asked to perform.

12 Q. Did he give you any input,
13 he being Mr. Noel?

14 A. He had inquiries more than
15 input to the best that I can recall.

16 Q. Do you recall if you revised
17 the procedures based on Mr. Noel's
18 input?

19 A. I don't believe the
20 procedures were revised based on his
21 input, no.

22 Q. Could you turn to Bates
23 stamp number 79? Number 4 appears to
24 be different than what was actually
25 executed. That would be Dinie Exhibit

1 1.

2 Am I correct that it is
3 different than what was actually
4 executed?

5 A. That's correct.

6 Q. Do you recall why it was
7 changed?

8 A. I don't recall positively
9 why it was changed, although the copy
10 that you're looking at was provided to
11 Mr. Noel prior to -- I believe is prior
12 to our final discussions with
13 FirstEnergy, so it's very possible that
14 there could have been some revisions
15 made in finalizing the document.

16 Q. For example, the quantity of
17 generation claimed has been deleted in
18 the final executed agreement. Do you
19 know why?

20 A. I don't recall positively,
21 no.

22 Q. Did Mr. Noel give any input
23 on section 3 with respect to your
24 review of customer contracts?

25 A. I don't recall specifically

1 if he gave any input to that. I do
2 know that he said that the types of
3 things that we've listed here under
4 whether or not there's any executory
5 types of provisions were things that he
6 had also heard that FirstEnergy was
7 concerned with.

8 Q. Did he suggest additional
9 examples?

10 A. Not that I can recall.

11 Q. Dinie number 17, Bates
12 stamped number 85. Strike that. We
13 already discussed this.

14 - - - - -
15 (Thereupon, Deposition
16 Exhibit-Dinie17 was
17 marked for purposes
18 of identification.)

19 - - - - -
20 Q. Now we're going to do Dinie
21 Exhibit 17, which would be Bates number
22 122. There's a phrase on this exhibit
23 stating that all of these are pending
24 waiting for the choice of a supplier.

25 I want to focus on that,

1 but first let me ask you, the claims
2 pending say TOL. In your mind is that
3 Toledo?

4 A. My understanding that's the
5 supplier code for Toledo.

6 Q. And that would be for the
7 City of Toledo?

8 A. That's my understanding.

9 Q. And do you recall if this is
10 nonresidential?

11 A. I'm pretty confident it's
12 nonresidential because I don't believe
13 that even to date Toledo has submitted
14 any residential claims, but I don't know
15 that positively.

16 Q. Okay. And do you know what
17 the phrase all of these are pending
18 waiting the choice of a supplier, what
19 that means?

20 A. I do not know this. This
21 was not a document prepared by me.

22 Q. Are you aware of whether
23 Toledo was told they have to have a
24 supplier in place to get MSG claims?

25 A. I don't know that.

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1 A. Not specifically, I couldn't
2 give you the details of what customers
3 were under that claim or even what
4 company that claim was made under.

5 Q. Do you recall claim number
6 2652 having to be revised?

7 A. Again, not specifically.

8 Q. Do you know what a partial
9 power adjustment situation is?

10 A. I do not.

11 Q. Did this creation of claim
12 2652 issue result from your review of
13 IEU?

14 A. No.

15 - - - - -

16 (Thereupon, Deposition
17 Exhibit-Dinie19 was
18 marked for purposes
19 of identification.)

20 - - - - -

21 Q. Dinie Exhibit 19 is Bates
22 stamped 125 through 128. Ms. Dinie,
23 once again you were carbon copied on
24 this email from Mr. Vaccaro to Mr.
25 Blank. This email indicates that

1 pursuant to Mr. Kevin Murray's
2 instructions, Mr. Vaccaro has
3 successfully removed the suggested
4 customers from a previously approved IEU
5 claim.

6 Was this ever discussed
7 with you, the removal of customers?

8 A. Not to my knowledge.

9 Q. When customers were dropped
10 from a claim, were you asked to go out
11 and do an additional review?

12 A. Not on the claim that they
13 were being dropped from. It could have
14 provided additional capacity that then
15 would have become available that I
16 probably would have been asked to review
17 for whoever was next in line.

18 Q. Okay. Were you asked to
19 assist in a process for dropping
20 customers from a claim, in developing a
21 process?

22 A. No.

23 - - - - -

24 (Thereupon, Deposition

25 Exhibit-Dinie20 was

1 marked for purposes
2 of identification.)

3 - - - - -

4 Q. Dinie Exhibit 20, Bates
5 stamp numbers 131 through 133. Ms.
6 Dinie, I'm correct that this is an
7 email from you to Kevin Murray?

8 A. That's correct.

9 Q. You indicate in your email
10 that his voice mail and fax concerning
11 the second round claims being reviewed
12 was exactly what you needed.

13 Do you remember what that
14 voice mail and fax indicated?

15 A. I would have to have my
16 notes in front of me to say for sure,
17 but I'm sure it related to the
18 additional claims that were up for
19 review in the second round and being
20 able to review the agreements and so
21 forth for those claims.

22 Q. So are you indicating that
23 he had faxed you the agreements?

24 A. That's correct.

25 Q. And do you recall if that

1 was the same agreement that you had
2 reviewed in the first round for IEU
3 customers with IEU?

4 A. It appeared to be the same
5 template, if that's what you're
6 referring to.

7 Q. Did it also have the MSA
8 attached to it?

9 A. It did not.

10 Q. So there was no requirement
11 in the second round of contracts for
12 execution of the MSA, is that correct?

13 A. I inquired as to whether or
14 not the status of the MSA had changed,
15 meaning had it actually been executed,
16 and the response was no and as a result
17 there was no reason for me to have to
18 review another copy or to have another
19 copy sent to me.

20 Q. But the contract that was
21 sent to you did still make reference to
22 the MSA, is that correct?

23 A. That's correct.

24 Q. Okay. And it still required
25 execution of the MSA?

1 A. In substantially the same
2 form as I recall, yes.

3 Q. And was that an issue that
4 you once again would have pointed out
5 to FirstEnergy?

6 A. I would have to go back and
7 look at my notes, but I would have to
8 believe yes, that that would have been
9 something I would have pointed out
10 again.

11 - - - - -
12 (Thereupon, Deposition
13 Exhibit-Dinie21 was
14 marked for purposes
15 of identification.)

16 - - - - -
17 Q. Dine 21, I believe, is Bates
18 stamps 134 through 140. Ms. Dinie, at
19 the top of Bates stamp 135 you have a
20 handwritten note. I assume that's your
21 handwriting?

22 A. It is.

23 Q. Anything before November 18th
24 need to get ASCII files, is that
25 correct?

1 A. That's correct.

2 Q. And why November 18th?

3 A. My understanding was that
4 for some reason there was a glitch in
5 the FirstEnergy systems that claims that
6 were submitted prior to November 18th,
7 there was a chance that not every
8 single account number that would have
9 been uploaded for that claim was picked
10 up by the FirstEnergy system and that
11 that glitch was fixed on November 18th.

12
13 And so FirstEnergy
14 requested that I get the ASCII files
15 for all claims submitted prior to
16 November 18th so they could then do a
17 comparison of the ASCII files that the
18 supplier said they were submitting into
19 the web site as to what the FirstEnergy
20 system actually picked up and to make
21 sure if there were any discrepancies
22 that they got them corrected.

23 Q. The ASCII file for
24 clarification was what was actually
25 submitted when a claim was made, is

1 that correct?

2 A. That's my understanding. It
3 was the actual data information that was
4 uploaded into the web site by the
5 suppliers.

6 Q. The documents attached to
7 your cover email at 135 through 140,
8 would this reflect the list that you
9 were talking about earlier as to how
10 you identified what claims in the scope
11 of your review?

12 A. First off, the documents
13 attached to the email Bates number 134
14 are not these documents, or at least
15 should not be these documents. I don't
16 know where the document is that's
17 actually attached to or should be
18 attached to 134, although I know I saw
19 a copy of it in here elsewhere.

20 Q. It's the second round letter
21 that we were talking about earlier, I
22 believe?

23 A. That's correct.

24 Q. All right.

25 A. But the answer to your

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1 question is the documents that are Bates
2 numbers 135 through 140 are not the
3 list that I was referring to, no.

4 Q. What are these?

5 A. This is a list that I
6 prepared and sent to FirstEnergy as a
7 request for them to run the lists that
8 I was working off of and that I needed
9 to give to the suppliers for the claim
10 numbers that were up in line for the
11 second and the third rounds of reviews.

12 Q. And how did you prepare this
13 list?

14 A. It was based on reviewing
15 the most recent queue that I had in my
16 hand, which was the document that we've
17 marked as Exhibit -- Dinie Exhibit 3,
18 to see what the next claims were in
19 line.

20 Q. First in, first out, is that
21 Dinie Exhibit 3?

22 A. Yes, that's correct.

23 - - - - -

24 (Thereupon, Deposition

25 Exhibit-Dinie22 was

1 marked for purposes
2 of identification.)

3 - - - - -

4 Q. Let's mark as Dinie 22 Bates
5 stamps 142 through 144. Do you know if
6 the information request that is
7 referenced at the top of page 142 is
8 the information requested at page 144?

9 A. It is.

10 Q. Page 144, it indicates that
11 there are some issues with contract
12 dates. Do you recall how that was
13 resolved?

14 A. As I recall, I was provided
15 information that would have supported
16 the fact that the contract information
17 was in place prior to the date of the
18 claim.

19 Q. And what type of information
20 would you be looking for in that
21 regard?

22 A. I don't recall what was
23 specifically provided to me in these
24 cases.

25 Q. If you could pull out Bates

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1 stamps number 147 through 153. Before
2 I mark it, when you get it back if you
3 could just tell me if these all go
4 together.

5 A. I don't believe these go
6 together. I believe the first two
7 pages do, but the attachments on the
8 second page are attachments that I can
9 never open. They give me a fatal error
10 on my computer.

11 Q. Okay. Can you explain to me
12 -- we don't really need to mark this --
13 why claims would need to be revalidated?

14 A. I don't know positively why
15 claims would need to be revalidated
16 other than if claims were submitted that
17 had an error, if it was an invalid
18 account number or an ineligible customer
19 status that kicked out from the
20 FirstEnergy system when the supplier
21 went in to correct that, if they made
22 the corrections, my understanding was
23 that the web site would not
24 automatically make those corrections in
25 FirstEnergy's system, that it had to go

1 through a validation process before
2 FirstEnergy's system would be able to
3 produce properties that would actually
4 show those corrections. My
5 understanding is that validation process
6 at some point in time started to take
7 place on a nightly basis.

8 Q. Do you know why all of IEU's
9 claims would have to be revalidated?

10 A. I don't recall positively
11 why all of IEU's claims would have to
12 be revalidated.

13 Q. And I think I do want to
14 mark 147 and 148 as Dinie Exhibit 23.

15 - - - - -

16 (Thereupon, Deposition
17 Exhibit-Dinie23 was
18 marked for purposes
19 of identification.)

20 - - - - -

21 Q. It says down in the second
22 paragraph this is an email that you got'
23 from Mr. Vaccaro, is that correct?

24 A. That's correct.

25 Q. That due to the inherent

1 nature of the application, the supplier
2 would not be able to modify any
3 cancelled contract. Do you know what
4 that means?

5 A. Based on my reading of the
6 context provided here, it appears as if
7 it means that after the five-day
8 correction period expired for individual
9 suppliers to go in and correct errors,
10 whether it be invalid accounts or
11 inactive customer statuses, that those
12 account numbers if they were not
13 corrected after that five-day period
14 would be cancelled, and due to the
15 inherent nature of the application, the
16 supplier would not be able to go in and
17 modify any cancelled accounts, just the
18 ones that were new errors that happened
19 after that cancellation process took
20 place.

21 Q. So would your view be that
22 the inability to modify cancelled
23 contracts would be good?

24 A. If my understanding of that
25 is correct, yes, because once it's

1 cancelled, it means that the five-day
2 period has expired and the supplier
3 failed to correct it appropriately so
4 you wouldn't want them to be able to go
5 back in and to touch it again.

6 Q. And is there a reason why
7 there's a discussion of the IEU
8 revalidated claims at the same time
9 there is a discussion of the cancelled
10 contracts?

11 A. That I don't know.

12 MS. KAHN: Okay. If you
13 redacted, it was because it was not
14 IEU, is that correct?

15 MS. FLEMING: Or Toledo.

16 THE WITNESS: Or it was
17 customer names or accounts.

18 MS. FLEMING: Right.

19 MS. KAHN: For IEU
20 possibly?

21 THE WITNESS: Or Toledo.

22 Q. When you were doing your
23 review, did you collect copies of the
24 contracts that you relied upon for the
25 committed capacity sale?

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1 A. I did not do that for my
2 initial round of reviews.

3 Q. And did you for later
4 reviews?

5 A. Only as needed in order to
6 facilitate the process because the hopes
7 was that I would not have to make trips
8 to all of the suppliers again and that
9 the review would be done by way of
10 email, fax, mail, overnight delivery,
11 whatever was easiest.

12 Q. And what would you do with
13 those contracts once you had reviewed
14 them?

15 A. For the most part, most of
16 those contracts I still have with the
17 intention of destroying them upon the
18 completion of this engagement.

19 Q. And if a claimant asked you
20 to destroy them, would you do that as
21 soon as you had reviewed them or did
22 you hold them for a while?

23 A. I did not do it as soon as I
24 reviewed them for fear that questions
25 would come back or that I would need to

1 refer back to them. Upon completion of
2 the engagement is usually when we purge
3 our files.

4 Q. Can we marked Bates stamps
5 164 to 165 as number 24.

6

7 (Thereupon, Deposition
8 Exhibit-Dinie24 was
9 marked for purposes
10 of identification.)

11

12 Q. Okay. I'll direct your
13 attention to the first paragraph, sorry
14 for the delay in responding, this is
15 from Mr. Murray to you. Do you recall
16 which contract was being provided?

17 A. For which customer? No, I
18 don't.

19 Q. Do you recall whether or not
20 you've destroyed that contract?

21 A. I don't believe I have. I
22 believe I still have copies.

23 Q. And would this be the
24 contract that was sort of the standard
25 IEU member contract with the MSA

1 attached?

2 A. This would be the contract
3 that is the standard IEU contract
4 between itself and its customer, but the
5 MSA would not have been attached because
6 I didn't request it a second time.

7 - - - - -
8 (Thereupon, Deposition
9 Exhibit-25 was
10 marked for purposes
11 of identification.)

12 - - - - -
13 Q. Bates stamp 184. Ms. Dinie
14 could you explain the handwritten notes
15 at the bottom of the page with respect
16 to Toledo? Specifically you have the
17 comment, Is there even a contract.

18 A. As I recall, the first two
19 items there, do by phone and fax and is
20 there even a contract, were based on a
21 discussion that between Mr. Blank and
22 myself had regarding the claim that the
23 City of Toledo had in at that point in
24 time, or claims, which was -- which
25 were actually for the City of Toledo's

1 city loads and the question was being
2 as that they're claiming on behalf of
3 themselves is there even going to be
4 any type of a contract there.

5 Q. And was there any discussion
6 with respect to the need for a
7 supplier?

8 A. There was not any discussion
9 with respect to the need for a
10 supplier.

11 Q. Do you know if they had a
12 supplier?

13 A. I don't know if they had a
14 supplier.

15 - - - - -
16 (Thereupon, Deposition
17 Exhibit-Dinie26 was
18 marked for purposes
19 of identification.)

20 - - - - -
21 Q. Bates stamp 187, number 26.
22 These appear to be to handwritten notes'.
23 Are these your notes?

24 A. They are.

25 Q. And you're discussing

1 contract contingencies, FirstEnergy
2 Services involvement. Was that
3 specifically with respect to IEU?

4 A. Those two items were
5 specifically with respect to IEU, yes.

6 Q. And what were those notes
7 reflecting?

8 A. These were notes to myself
9 of items that I needed to bring to Mr.
10 Blank's attention the morning following
11 my visit to IEU.

12 Q. So do you remember the date
13 of this?

14 A. Without knowing the date
15 that I visited IEU, no.

16 Q. Okay. And availability of
17 contract provisions, re: legal binding
18 document, a letter was sent, what does
19 that note mean?

20 A. That note actually refers to
21 a different supplier and that's why
22 there's a redaction off to the left as
23 does the one below it.

24 Q. Bates 191. Never mind,
25 changed my mind. Okay. 193 through

1 194, this is number 27.

2 - - - - -

3 (Thereupon, Deposition
4 Exhibit-Dinie27 was
5 marked for purposes
6 of identification.)

7 - - - - -

8 Q. Ms. Dinie, this is dated
9 November 1st and it says D. Blank below
10 that. Was that an indication this was
11 a phone conversation or some
12 conversation with Mr. Blank?

13 A. Some conversation with him,
14 yes.

15 Q. Do you remember whether it
16 was in person?

17 A. I don't recall positively.

18 Q. Okay. And these are your
19 notes from that conversation?

20 A. That's correct.

21 Q. About halfway down it says
22 Industrial Energy Users-Columbus. Do
23 you know what the conversation was with
24 respect to Industrial Energy Users?

25 A. If I recall correctly, Dave

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1 was giving to me the suppliers that he
2 was aware of that had claims out there
3 that would be included in the initial
4 round that we were looking at and he
5 was giving me the locations of where
6 those reviews would probably have to
7 take place so I could get an idea of
8 what kind of travel was going to be
9 involved to set my schedule.

10 Q. There seems to be a one and
11 a circle. Do you know what that is?

12 A. I don't recall.

13 Q. Okay. On the next page it
14 says, Expect this will result in a
15 legal process. Do you remember what
16 the conversation was with respect to
17 that note?

18 A. I don't recall positively.

19 - - - - -
20 (Thereupon, Deposition
21 Exhibit-Dinie28 was
22 marked for purposes
23 of identification.)

24 - - - - -
25 Q. Bates number 201, this is

1 28. Are these your handwritten notes?

2 A. They are.

3 Q. Do you recall when you made
4 them?

5 A. I don't recall the specific
6 date.

7 Q. Do you recall if this was a
8 result of your visit to IEU?

9 A. Based on the notes that are
10 here, I would say that it was after my
11 visit with IEU.

12 Q. You indicate that you need
13 to check on the credit arrangements
14 between IEU and FirstEnergy Services, is
15 that correct?

16 A. That's correct.

17 Q. And can you explain to me
18 what you were trying to check?

19 A. I don't recall positively.

20 Q. Do you recall what it was
21 that you reviewed that made you write
22 that note?

23 A. I think it was a result of
24 the discussions that I had with
25 FirstEnergy after my entire initial

1 round was completed when I said there
2 was kind of one day where we discussed
3 everything that was in the initial
4 round.

5 Q. And this credit arrangement
6 came up in that discussion?

7 A. I believe that's the case.

8 Q. And here you indicate it's a
9 credit arrangement between IEU and
10 FirstEnergy Services. Is there a reason
11 why you believe that's who the credit
12 arrangement was between?

13 A. I don't recall positively.

14 Q. The next line says, And
15 customer in accordance with MSA. Who
16 are you referring to with respect to
17 the customer there?

18 A. I think that whole line goes
19 together because I think that's all
20 under the first dash.

21 Q. Okay.

22 A. I should say the first two
23 lines go together.

24 Q. So you needed to check the
25 customer in accordance with the MSA, or

1 is it credit arrangements between
2 IEU/FirstEnergy Services and the
3 customer?

4 A. I think that's the way it's
5 meant to be.

6 Q. And who do you refer to as
7 customer there?

8 A. I don't recall. We talked
9 about this at the beginning and I don't
10 recall what the customer is without
11 going back through the agreements.

12 - - - - -
13 (Thereupon, Deposition
14 Exhibit-Dinie29 was
15 marked for purposes
16 of identification.)

17 - - - - -
18 Q. Bates stamps 203 through
19 233, this is number 29. Ms. Dinie, is
20 that your handwriting on the left of
21 Bates 203?

22 A. It is.

23 Q. And I believe that says on
24 12 -- is that 21?

25 A. Correct.

1 Q. Or 26?

2 A. I think it's 21.

3 Q. You indicated that it was
4 subject to FirstEnergy Services MSA
5 which has not been finalized, and was
6 that with respect to all the IEU
7 claims?

8 A. All the IEU claims that I
9 had looked at as of that point in time.

10 Q. And you also say some not
11 subject to initial process. Does that
12 indicate that some of the IEU claims
13 were in the second round on this list?

14 A. That would indicate that
15 there were specific customer account
16 numbers within these IEU claims, this is
17 all one claim as you'll see for the
18 first three pages is all the same claim
19 number, but there were certain account
20 numbers that because of the way the
21 scopes were set and the selection
22 process was made, that those account
23 numbers would not have been subject to
24 my testing, if you will.

25 Q. So this is where you got

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1 into the you would only do 33 percent?

2 A. That's correct.

3 Q. This is the list that you
4 would have been looking at to make that
5 determination?

6 A. No, that's not correct.

7 Q. We're going to get that
8 list.

9 A. It's in there.

10 Q. It's probably one I didn't
11 check. So if you indicate on a page
12 that it's subject to the FES MSA, for
13 instance page 213, you're saying for all
14 the claims in number 61, is that
15 correct?

16 A. I'm saying for all of the
17 accounts in claim number 61 that they
18 would be subject to that, yes, or at
19 least all of the claims that were
20 subject to my process. To the extent
21 that one of them wasn't subject to my
22 process, I obviously wouldn't have
23 looked at that.

24 Q. When you say not subject to
25 your process, that goes to the issue of

1 the scope of what you reviewed again?

2 A. That's correct.

3 - - - - -

4 (Thereupon, Deposition
5 Exhibit-Dinie30 was
6 marked for purposes
7 of identification.)

8 - - - - -

9 Q. Dinie Exhibit 30 and it is
10 Bates 311. Ms. Dinie, this does not
11 indicate who the email was from. Do
12 you have any idea?

13 A. I believe that that
14 information has actually been redacted
15 because it's from one of IEU's customers
16 and it had customer identifying
17 information in it.

18 MS. FLEMING: And I can
19 confirm that that was the case.

20 Q. Do you know what this
21 FirstEnergy IEU pool load data logo
22 stands for by any chance?

23 A. I believe that was the name
24 of the attached file.

25 Q. Do you know why you had this

1 in your files?

2 A. In performing my review at
3 IEU, the contracts between IEU and its
4 customer or customers referred to
5 attachments that indicated what service
6 locations were to be covered under that
7 contract and these were the documents
8 that I was presented with as the
9 attachments in order to identify which
10 service locations were to be covered.

11 Q. The 5410, it's in the third
12 line, see attachment with the update on
13 5410.

14 A. Um-hmm.

15 Q. Do you know what the 5410
16 refers to?

17 A. I don't know what it refers
18 to.

19 Q. Is it a claim number?

20 A. I doubt that, but I don't
21 know that positively.

22 Q. And why do you doubt that?

23 A. Just based on the date of
24 this particular document, I don't think
25 that there were claim numbers that high.

1 Q. And once again this was
2 provided to you with the attachment?

3 A. I believe so. And they
4 don't appear to be in order, but I
5 believe so.

6 Q. And the purpose of it being
7 provided to you was to confirm the
8 locations for a particular claim?

9 A. To confirm the locations for
10 a particular customer.

11 Q. So this was a document that
12 was part of the review materials when
13 you visited IEU or provided to you
14 later?

15 A. I don't recall specifically,
16 but based on the date of this, this was
17 probably part of the review materials on
18 my initial review that I collected at
19 the end of the day because they were
20 trying to get me out of there before
21 rush hour hit, I'm almost embarrassed to
22 say.

23 Q. It's a good thing in
24 Columbus. Okay. Let me also mark 312
25 as -- why don't we mark 311 and 312

1 both as number 30. I think that would
2 be easier, I think they're similar.

3 Can you explain why you
4 have this particular email?

5 A. It's the same as the one
6 that we just discussed.

7 Q. And so the purpose was to
8 help explain the locations for a
9 particular customer?

10 A. The purpose was for me to be
11 able to identify what locations the
12 particular customer wanted covered under
13 the contract that it had or the
14 agreement that it had with IEU.

15 Q. Let's go to Bates number 302
16 through 307. This is 31.

17

- - - - -

18 (Thereupon, Deposition
19 Exhibit-Dinie31 was
20 marked for purposes
21 of identification.)

22

- - - - -

23 Q. Why don't you take a moment
24 to look through all of these if you
25 would because I have some general

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1 questions.

2 Ms. Dinie, would these
3 reflect your notes on the master
4 services agreement?

5 A. Some of these would reflect
6 notes on the master services agreement.

7 Q. And are these notes with
8 respect to your review of IEU's claim
9 in the initial round?

10 A. I believe they're all
11 related to the initial round, yes.

12 Q. And this was your actual
13 visit to IEU?

14 A. That's correct.

15 Q. Okay. At page 302 you have
16 a note, number one, What other
17 agreements are anticipated between the
18 member and IEU. Could you explain what
19 that means?

20 A. If I recall correctly, as I
21 was going through the agreement between
22 IEU and its member, there was a
23 provision in there that said other
24 agreements may have to be executed and
25 I inquired as to what types of other

1 agreements they were expecting to be
2 executed.

3 Q. And this was the form
4 agreement that we've discussed earlier
5 had a reference to other agreements that
6 would have to be executed?

7 A. Other agreements that may
8 have to be executed, that's correct.
9 This is the form template.

10 Q. And what other agreements
11 were designated?

12 A. Upon inquiry of the
13 individuals representing IEU and I don't
14 remember who I specifically spoke to, it
15 was either Mr. Randazzo or Mr. Murray,
16 they indicated that they were not
17 intending any specific agreements to be
18 executed other than the master services
19 agreement and that this was just kind
20 of a catch-all in case they had missed
21 something.

22 Q. Okay. And number two you
23 indicate that not all members claimed
24 and I think that's a question mark.

25 A. Correct.

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1 Q. And then you have not true,
2 disconnect, could you explain that?

3 A. In reviewing the contracts
4 that IEU had presented to me, I was
5 unable to find in the listings that
6 FirstEnergy had provided to me names or
7 at least I thought I was unable to find
8 names related to those customers that
9 were in that contract in some instances.
10

11 And I was curious as to
12 IEU had made a decision not to make
13 claims on behalf of certain customers
14 and that's what my question was and it
15 was explained to me no, that's not
16 true, and that's how the glitch in the
17 FirstEnergy system was discovered,
18 because when I reported that back to
19 FirstEnergy and said, hey, I've seen
20 contracts out here that they're saying
21 they've claimed and I'm not seeing those
22 on my listings, that's when it was
23 discovered that there was the glitch in
24 the system and I needed to get the
25 ASCII files so that FirstEnergy could

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1 run that check to make sure they picked
2 up everything that had been claimed.

3 Q. And this was the November
4 18th issue that we discussed earlier,
5 that while you were asking --

6 A. November 18th, that's
7 correct, yes.

8 Q. So as a result of this
9 inquiry, it is your testimony that IEU
10 was claiming for all of its members, is
11 that correct?

12 A. I wouldn't say all of its
13 members because I don't know if its
14 membership is more extensive than the
15 contracts that I looked at, but it was
16 claiming for all of the customers for
17 which I reviewed contracts.

18 Q. Okay. And once again you
19 said that was about 20, is that
20 correct?

21 A. About 20 contracts, 20
22 customers, yes.

23 Q. And number four, I can't
24 quite read what that note is.

25 A. Time period indicated by

1 some members.

2 Q. Could you explain what you
3 meant by that?

4 A. On some of the attachments
5 that identified the service locations
6 that the members wanted covered under
7 the agreement, they had indicated a time
8 period on there and I was trying to
9 decipher what that meant and that was
10 my inquiry.

11 Q. And what did it mean?

12 A. In my discussions again with
13 either Mr. Randazzo and/or Mr. Murray,
14 they indicated to me that that was
15 actually the period for which that
16 particular customer had listed its
17 historic capacity or historic load for
18 that particular account.

19 MS. KAHN: Could you read
20 that back again.

21 (Record read.)

22 Q. On Bates 303 you indicate
23 what other agreements must be executed.
24 Is this the same reference as you had
25 on 302?

1 A. It is.

2 Q. Okay. And not all customers
3 listed on attachments claimed, is that
4 what we've already discussed?

5 A. Yes.

6 Q. And you have once again the
7 time periods and a question mark. Is
8 this the time periods that we were just
9 discussing?

10 A. Yes.

11 Q. And you have time period for
12 Ohio, GGC Electric, and I'm not sure
13 about the rest of it. Can you explain
14 what you've written there and what it
15 means?

16 A. I believe that there was a
17 time period indicated under like that
18 particular column or that particular row
19 that referenced Ohio GGC Electric. I
20 don't know what that last word is, term
21 or team maybe, but I don't know for
22 sure what it means. It was just a
23 reference for me to be able to identify
24 where that was at so that I could show
25 it to them and ask them what this time

1 period meant.

2 Q. For a particular claim --

3 A. For --

4 Q. -- or customer?

5 A. For a particular customer or

6 maybe more than one customer, I don't

7 recall specifically.

8 Q. And you have that contracts
9 were not found but claimed. Can you
10 explain that?

11 A. There were a couple of
12 contracts or there were a couple of
13 accounts that I saw on the listing that
14 FirstEnergy had provided to me that I
15 could not identify a contract for upon
16 my initial review.

17 Q. And how was that resolved?

18 A. I had inquired about that
19 and the contracts were provided to me.
20 I think one was provided actually that
21 day that they had just mistakenly left
22 it out and I think another one was sent
23 to me.

24 Q. And Bates stamp 304, do you
25 recall who the parties were to the

1 master service agreement or is it in
2 your notes anywhere?

3 A. I believe the master
4 services agreement based on my notes was
5 between FES and IEU. I don't recall if
6 there were any other parties.

7 Q. And do you recall what
8 services FES is offering or providing
9 under the master services agreement?

10 A. I don't recall positively.

11 Q. Can you look through your
12 notes and see if that can be
13 determined?

14 A. I can't determine based on
15 my notes what services would be
16 provided.

17 Q. Do you know, do you recall
18 if it was power procurement?

19 A. I don't remember positively.

20 Q. Scheduling or supplying?

21 A. I don't recall.

22 Q. Okay. But you do recall
23 that FirstEnergy Services was going to
24 be the supplier of those services?

25 A. I don't recall that, either.

1 I don't know what services they were.

2 Q. Okay. You have in your
3 notes that -- a reference to assured
4 pricing pooled energy. Do you recall
5 what the assured pricing pooled energy
6 is?

7 A. I don't recall offhand what
8 that is or how it was defined.

9 Q. And your notes don't reflect
10 other than saying it's definition number
11 four, 2000 megawatts. Do you know what
12 that means?

13 A. I would guess that
14 definition number four is where assured
15 pricing pooled energy was either found
16 or was defined and I don't recall
17 specifically what the 200 megawatts
18 relates to.

19 Q. It says IEU must receive the
20 assured pricing pooled energy. Do you
21 know what that means in your notes?

22 A. Again, I don't remember
23 positively. I think, if I recall
24 correctly, that IEU, exactly as stated
25 here, had to receive this assured

1 pricing pooled energy and I don't know
2 for sure what that relates to though or
3 why they had to receive that.

4 Q. And do you know who they
5 were receiving it from?

6 A. I don't know what the
7 assured pricing pooled energy is, so no,
8 I don't know who it was being received
9 from.

10 Q. Do you know how the assured
11 pricing pooled energy is related to the
12 MSG?

13 A. I don't know that.

14 Q. Do you know or recall who
15 was handling the billing --

16 A. I don't recall.

17 Q. -- under the MSA?

18 A. I don't recall that, either.

19 Q. Okay. It appears that you
20 indicated a ten-year term in your notes.
21 Do you know what that commitment was
22 for ten years?

23 A. I believe that was the
24 duration of the MSA.

25 Q. And what was to occur --

1 what was the commitment for those ten
2 years?

3 MS. FLEMING: Objection,
4 asked and answered.

5 Q. You can still answer.

6 A. I don't know what services
7 were provided under the MSA.

8 Q. Okay. You have a note here
9 with respect to if FirstEnergy Services
10 can source at a lower price for a
11 calendar year, then FES and IEU will
12 take efforts to maximize resale revenue
13 of MSG.

14 Do you know, do you
15 recall what that was about?

16 A. I believe that that was a
17 provision from the contract. Whether
18 it's a direct quote or whether it was
19 revised into my notes, I don't know.

20 Q. Do you recall if they were
21 going to be reselling the MSG that IEU
22 was obtaining?

23 A. Other than what's written
24 here, I don't recall any additional
25 pieces of information that would have

1 surrounded that.

2 Q. Do you recall anything with
3 respect to how FES is going to source
4 at a lower price?

5 A. No, I don't.

6 Q. Was there anything with
7 respect to who would be delivering the
8 source at a lower price?

9 A. I don't know.

10 Q. A couple lines down you have
11 price set and then will negotiate, the
12 price is set from 1/1/01 to 12/31/05.
13 Do you know what price that is that's
14 being set?

15 A. It's a price for industrial
16 and commercial customers. That's what
17 the I&C stands for.

18 Q. A price for generation?

19 A. I don't recall.

20 Q. And it's going to be a
21 negotiated market price from 06 through
22 ten. Do you recall what that price is
23 being set for?

24 A. It relates to the same price
25 as above because it's a subbullet, but

1 I don't recall what it was for.

2 Q. You have a note that IEU is
3 eligible for five to 20 percent of
4 savings to a customer. Can you explain
5 that?

6 A. I don't recall the
7 specifics.

8 Q. Do you recall who the
9 customer is there?

10 A. I don't know.

11 Q. Okay. What is the SSA? I
12 believe it's at the top of 304.

13 A. That's the service and
14 supply agreement.

15 Q. And what was that?

16 A. Those would be the
17 agreements between IEU and its customers
18 and members.

19 Q. Okay. So it was referred to
20 as the services and supply agreement and
21 that's what the MSA was attached to, is
22 that correct?

23 A. That's correct.

24 Q. Okay. And as far as you
25 know, the MSA has not been executed

1 yet?

2 A. To the best of my knowledge,
3 but I haven't made that inquiry anytime
4 recently.

5 Q. Okay. In reviewing this
6 MSA, could you get a sense of what the
7 role of FirstEnergy Services would be?

8 A. I might have at that time,
9 but I don't recall now.

10 Q. Okay. You have down here a
11 note on limitation of liability clause
12 and then I think it's FAS 133, is that
13 right?

14 A. That's correct.

15 Q. What does that mean?

16 A. There must have been some
17 sort of limitation of liability clause
18 in the MSA that limited the liability
19 of FES and that was kind of a note to
20 myself to see if that create any FAS
21 133 issues for FirstEnergy.

22 Q. Could you complain FAS 133?

23 A. Financial Accounting
24 Standards Board 133, which relates to
25 derivative and hedging activities.

1 Q. And did you check further
2 into that?

3 A. In conjunction with my work
4 on the FirstEnergy audit.

5 Q. And what was your
6 conclusion?

7 A. I don't recall specifically.

8 Q. So this is for your audit
9 versus this review procedure?

10 A. Yes, it's for a separate
11 engagement.

12 Q. And that's why you wrote
13 that note because you were concerned
14 with respect to your other engagement?

15 A. I wanted to make sure that I
16 understood -- being that this was a
17 contract that FirstEnergy Services had
18 out there, I wanted to make sure that I
19 had understood what that limitation of
20 liability was in conjunction with FAS
21 133.

22 Q. Did you discuss that with
23 anyone?

24 A. I don't believe I did. I
25 don't recall positively. No, I think I

1 had asked a question of one of the
2 individuals at FirstEnergy that was
3 responsible for the FAS 133
4 implementation, or maybe responsible
5 isn't a good word, but was kind of
6 spearheading the 133 implementation and
7 I think I inquired as to whether it
8 looked at FirstEnergy Services and the
9 contracts that it had.

10 Q. And who was that?

11 A. There's a couple of point
12 persons and I don't recall specifically
13 who it was.

14 Q. And do you recall what their
15 answer was as to whether or not they
16 had reviewed that FirstEnergy Services
17 contracts?

18 A. I do know that they had
19 looked at the FirstEnergy Services
20 contracts.

21 Q. And who are the couple point
22 persons?

23 A. Oh, there's an individual by
24 the name of John Sommers or Sommer.
25 There's an individual by the name of

1 Elke, I think it's Becker. There was
2 an individual by the name of Jeff
3 Kalata.

4 Q. Are you indicating that
5 whoever it was you spoke to responded
6 by stating they had reviewed the MSA?

7 A. I don't know that I
8 specifically asked about the MSA. I
9 think I asked in general, because
10 FirstEnergy Services does have other
11 contracts out there, as to whether or
12 not appropriate individuals were
13 involved over at FirstEnergy Services
14 and if the contracts over at FirstEnergy
15 Services had been reviewed.

16 Q. Were there any other
17 agreements between FirstEnergy Services
18 and IEU members when you were out doing
19 your review that you recall?

20 A. Not that I'm aware of.

21 Q. Page 305, about two-thirds
22 of the way down, capacity needs, you
23 indicate load following. Is that an
24 indication that the IEU claim and then
25 you have option claim -- strike.

1 Your reference to capacity
2 needs, load following and option claim,
3 could you explain that to me?

4 A. If I recall correctly, I
5 believe that it specified in the SSA
6 agreements that claims would be made on
7 a load following basis.

8 Q. And what is the option claim
9 reference?

10 A. That they chose the load
11 following option versus the capacity
12 factor.

13 Q. Below that you have in
14 quotes, Member understands that the
15 exact structure of the IEU-OH
16 aggregation program will be controlled
17 by definitive agreements that shall be
18 executed by FirstEnergy Services, IEU
19 and member."

20 Was that part of the SSA?

21 A. I believe it was.

22 Q. And do you know what
23 agreements were going to be executed by
24 FirstEnergy Services?

25 A. If I recall correctly, the

1 only one that was brought to my
2 attention by Mr. Randazzo and Mr. Murray
3 was the fact that the MSA had not been
4 actually executed.

5 Q. So the MSA was going to
6 control the aggregation program, is that
7 correct?

8 A. That appears to be correct
9 based on this statement.

10 Q. And it's going to be
11 executed by the members as well as
12 FirstEnergy Services and IEU, is that
13 correct from what you're stating?

14 A. That also appears to be
15 correct based on this statement.

16 Q. Did you question anybody
17 about that?

18 A. Question regarding what?

19 Q. Who would be executing it.

20 A. Who would be executing --

21 Q. The definitive agreement.

22 A. I don't know that the
23 definitive agreement was a defined term.
24 I think it's just definitive agreements
25 and I don't know that I specifically

1 asked who would be executing the
2 definitive agreements.

3 Q. But I believe you just
4 testified when you asked about the
5 definitive agreements you were told was
6 the MSA, is that correct?

7 A. Only as it relates to the
8 document that was to be executed between
9 FirstEnergy Services and IEU. This I
10 believe -- if I recall correctly, this
11 was actually the quote that drove my
12 first question that we talked about back
13 on Bates number 302, which says what
14 other agreements are anticipated.

15 And when I inquired of
16 that, I was told that aside from the
17 MSA, that there weren't any specific
18 that they had in mind, but that that
19 was kind of a catch-all for others that
20 needed to be or potentially could need
21 to be executed in the future.

22 Q. You have a question right
23 below that, Can IEU allocate the assured
24 pricing pooled energy among customers.
25 Did you get that question answered?

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1 A. Yes, I believe I did.

2 Q. And what was the answer?

3 A. I believe that answer
4 actually came from FirstEnergy. I think
5 I inquired of FirstEnergy of that answer
6 and the answer was yes, essentially they
7 can allocate.

8 Q. What do you mean by
9 allocate?

10 A. Amongst different customers.
11 The context -- if I recall correctly
12 the context of this question is that if
13 there's not -- within the SSA agreement
14 I think that was a provision that said
15 if there's not enough MSG to suffice
16 the entire IEU claim or claims which
17 contained numerous customer accounts
18 from various customers, then IEU could
19 allocate the amounts, the assured
20 pricing pooled energy amongst those
21 customers.

22 Q. So what are you saying the
23 assured pricing pooled energy is?

24 A. I would believe it's the
25 MSG, but I don't know that positively

1 because I don't recall the definition of
2 it.

3 MS. FLEMING: I should
4 tell you at this point that I have got
5 to leave in 15 minutes.

6 MS. KAHN: Okay.

7 Q. So on your notes at 304
8 where it says IEU must receive assured
9 pricing pooled energy, 200 megawatts,
10 that would be once again MSG?

11 A. I don't know that
12 positively. That would be my belief,
13 but I don't know that positively.

14 Q. When you said that you
15 checked with FirstEnergy on allocation,
16 who did you check with?

17 A. I don't recall that for
18 sure, either. I think I probably would
19 have discussed that with Dave Blank.

20 Q. So you're referring to
21 FirstEnergy Corp. or FirstEnergy
22 Services?

23 A. FirstEnergy Corp.

24 Q. On page 306 you indicate
25 about midway down, the MSA, I think

1 that may be between IEU-Ohio and
2 FirstEnergy is entered into in
3 substantially the same form as the draft
4 document contained in appendix A.

5 A. That's correct.

6 Q. You say is entered into. Is
7 that your understanding -- what was
8 explained to you?

9 A. No, I believe this is a
10 direct quote or as direct as I could
11 possibly write it straight out of the
12 SSA agreement.

13 Q. This is the language with
14 respect to that the MSA has to be
15 entered into in substantially the same
16 form as the draft?

17 A. That's correct.

18 Q. And at the very bottom you
19 have, No prices here but in MSA for
20 pooled customers. Can you explain that?

21 A. If I recall correctly, there
22 were no prices stated in the SSA
23 agreements, but there were pricings in
24 the MSA for whatever pooled customers
25 is.

(Recess had.)

MS. KAHN: I'm not sure that we're going to be able to conclude, so I would like to leave it open and then leave open the possibility of concluding later if we need to.

What we'll do is I have a few more questions to ask that I hope will maybe get us to a point where we won't actually have to come back, but I do need to look at these documents more thoroughly and make sure we've covered the issues that were in here previously. I think we have but I would like to compare it to the transcript and make sure and get back to you and let you know.

MS. FLEMING: We wouldn't want to come back again since we've already been here over five hours. If that can be curtailed or perhaps even we can agree that these are her notes or you know, whatever, we would be happy to do that in writing.

MS. KAHN: We might be

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1 able to do that. We might be able to
2 do some of it with interrogatories.
3 We'll try to figure out something, but
4 I do have a few more questions.

5 BY MS. KAHN:

6 Q. Ms. Dinie, in a letter that
7 I received from your counsel it is
8 indicated that you had copies of IEU's
9 member contingent participation
10 agreement and that you were not going
11 to produce that document. Is the
12 member contingent participation
13 agreement related to the MSA?

14 A. No.

15 Q. Is it the SSA?

16 A. It is.

17 Q. It is the SSA? Okay. And
18 that is the criteria that you looked at
19 to make the determination -- not to
20 make the determination; to advise
21 FirstEnergy whether there were issues
22 with respect to a committed capacity
23 sale, is that correct?

24 A. That's correct.

25 Q. And this is the template

1 document that we've been discussing a
2 fair amount for the last several hours?

3 A. Between IEU and its member
4 customers, correct.

5 Q. Did you discuss the SSA with
6 Mr. Blank?

7 A. I would have discussed my
8 concerns with the SSA with Mr. Blank.

9 Q. Did you provide Mr. Blank a
10 copy of it?

11 A. I did not.

12 Q. Okay. Did you provide Mr.
13 Blank a copy of the MSA?

14 A. I never had a copy of the
15 MSA. I reviewed a copy of the MSA, but
16 I've never had a copy of the MSA in my
17 possession.

18 MS. KAHN: Thank you. I
19 believe we can at least not close the
20 deposition, but put it on --

21 MS. FLEMING: I can go
22 another couple minutes if you have a
23 couple more questions.

24 MR. HARDYMON: Mr. Ruxin
25 is being left out of this discussion.

1 Is that okay with you, Paul?

2 MR. RUXIN: Yes, it is.

3 I encourage it.

4 BY MS. KAHN:

5 Q. Let me do one more item,
6 Dinie Exhibit 32, 377 and I believe it
7 goes to 385.

8

- - - - -

9 (Thereupon, Deposition
10 Exhibit-Dinie32 was
11 marked for purposes
12 of identification.)

13

- - - - -

14 Q. Do you have that document in
15 front of you? Am I correct this is all
16 one document?

17 A. That's not correct.

18 Q. Am I correct that one
19 document consists of 377 through 379?

20 A. That's correct.

21 Q. Okay. Why don't we do that,
22 first. Can you identify this document,
23 please?

24 A. This is my written summary
25 of my review related to Industrial

1 Energy Users.

2 Q. And did you provide this
3 written summary to Mr. Blank?

4 A. I provided it to him to read
5 and review with me as we went paragraph
6 by paragraph with the items that I had
7 noted, but then he returned it at the
8 end of that conversation that day.

9 Q. And on the left side you
10 have some handwritten notes. Those are
11 the two items that you've discussed
12 earlier with respect to the follow-up?

13 A. That would be correct.

14 Q. And it's your understanding
15 that MSG is flowing to the IEU members?

16 A. It's my understanding that
17 MSG was claimed on behalf of the IEU
18 members so they would ultimately be the
19 recipients, yes.

20 Q. Do you know if they're
21 actually receiving MSG yet?

22 A. I don't know that
23 positively.

24 Q. Okay. At page 378 you have
25 a note that you are unable to determine

1 that the customers had agreed to the
2 locations to be covered because the
3 customers did not sign the attachments.
4 How was that resolved?

5 A. The very last sentence there
6 however, in all instances I was able to
7 verify at least one piece of customer
8 information.

9 Q. Were you able to verify that
10 they had designated their locations
11 prior to October 19th?

12 A. I believe that would be the
13 case, if I recall correctly. I would
14 have to go back to my notes to be sure,
15 but if I recall correctly, the
16 information that I was provided didn't
17 concern me from a date issue.

18 Q. And you have in the next
19 paragraph that Mr. Murray provided you
20 copies with emails and faxes from two
21 of the customers. Was that because
22 there were only two customers with which
23 you had concerns?

24 A. I don't recall positively.
25 I would have to go back to my notes.

1 Q. And you indicate in your
2 summary that the customer sent
3 information via fax and email regarding
4 their accounts. Did you have proof of
5 that?

6 A. I think I now understand.
7 The attachments to the contracts in some
8 times were spreadsheets that gave me no
9 indication as to who had prepared them
10 or how the information was obtained and
11 so forth, and upon inquiry of that, Mr.
12 Murray indicated to me that in some
13 cases IEU had actually prepared that
14 information from information that the
15 customers had sent to them piecemeal
16 through emails, faxes and so forth.

17 I asked to see a couple
18 of those emails and faxes in order to
19 make sure and to verify that what he
20 was telling me was truly the situation
21 and I believe that's the couple of
22 emails and faxes that he had provided.

23 Q. And you felt that reviewing
24 two of those was a sufficient review --

25 A. In finding --

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1 Q. -- or a sufficient sample?

2 A. In finding no discrepancies,
3 I thought that was at least enough to
4 support his statement, yes.

5 Q. And also at 378 at the
6 bottom it references 14 contracts that
7 you reviewed and I believe I've seen
8 elsewhere today that there were 18
9 contracts that you reviewed I think in
10 your handwritten notes. Is there a
11 reason for a discrepancy here?

12 A. As you also probably recall
13 that you had seen earlier today, because
14 of the scope that was set for my
15 procedures, it wasn't necessary that I
16 review every single contract that was
17 out there. It depended upon which
18 specific accounts were selected in
19 conjunction with the scope that was laid
20 out, so although there might have been
21 18 contracts in total, the scope of my
22 procedures might have only required me
23 to look at 14.

24 Q. So while 18 contracts were
25 presented, is what you're saying you

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1 only reviewed 14 of the 18 contracts?

2 A. I only looked at 14 in
3 conjunction with the procedures that
4 were laid out to me.

5 MS. KAHN: I think the
6 best we can do is go into recess with a
7 continuance, but we will attempt to
8 avoid that if we can.

9 MS. FLEMING: Okay. And
10 we don't waive signature. We'll want
11 to review it.

12 (Deposition adjourned at
13 5:18 p.m.)

14 (Signature not waived.)
15 - - - - -
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1 CEFARATTI GROUP FILE NO. 4750

2 CASE CAPTION: ENRON ENERGY SERVICES VS.

3 FIRSTENERGY CORP., ET AL.

4 DEPONENT: DENISE DINIE

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 DENISE DINIE 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.:

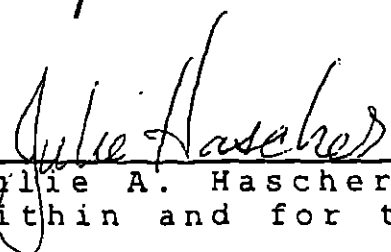
County of Cuyahoga)

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 30th 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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