# BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Ohio	)	
Edison Company, The Cleveland Electric	)	
Illuminating Company, and The Toledo	)	Case No. 23-301-EL-SSO
Edison Company for Authority to	)	
Provide for a Standard Service Offer	)	
Pursuant to R.C. 4928.143 in the Form of	)	
an Electric Security Plan	)	

# **DIRECT TESTIMONY OF**

# **EDWARD B. STEIN**

# ON BEHALF OF

# OHIO EDISON COMPANY THE CLEVELAND ELECTRIC ILLUMINATING COMPANY THE TOLEDO EDISON COMPANY

**April 5, 2023** 

# I. <u>INTRODUCTION</u>

- 2 Q. PLEASE STATE YOUR NAME, POSITION, AND BUSINESS ADDRESS.
- 3 A. My name is Edward B. Stein. I am employed by FirstEnergy Service Company as the
- 4 Director of Regulated Settlements for the FirstEnergy Ohio utilities (Ohio Edison
- 5 Company, The Cleveland Electric Illuminating Company, and The Toledo Edison
- 6 Company, collectively "the Companies"). My business address is 76 South Main Street,
- 7 Akron, Ohio 44308.
- 8 Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND
- **PROFESSIONAL EXPERIENCE.** 
  - A. I earned a Bachelor of Science degree in Electrical Engineering from The Ohio University and a Master of Business Administration degree from Kent State University. I began my career in a large integrated steel mill as a plant electrical engineer responsible for the operation and maintenance of the mill's common high voltage transmission and distribution network and generation equipment. I subsequently worked in various positions for different FirstEnergy affiliates, including as an electrical engineer supporting the non-nuclear power generation plants, as an analyst in Commodity Sourcing where I valued and structured commodity contracts, and transacting on a natural gas trading desk supporting natural gas retail operations. I moved into Rates and Regulatory Affairs where I testified in various rate cases as a cost-of-service witness, including the Companies' most recent base rate case. In 2006, I became Manager, Regulated Settlements and was responsible for determining load obligations of retail and provider of last resort suppliers for all the FirstEnergy operating companies' service territories. In 2013, I became the Manager of Regulated Commodity Sourcing ("RCS") where I was responsible for procuring energy for

Light, including competitive bidding processes used to manage such purchasing needs.

Part of my duties in RCS also included managing a portfolio of renewable energy credits to ensure compliance with each state's Renewable Portfolio Standards. In 2015, I became

the non-shopping load obligations of the Companies, as well as Jersey Central Power and

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- 5 Director of Regulated Settlements. I am registered as a Professional Engineer with the
- state of Ohio in electrical engineering and have held this designation since July 2001.

# 7 Q. WHAT ARE YOUR CURRENT JOB DUTIES AND AREAS OF RESPONSIBILITY?

- As Director of Regulated Settlements, I am responsible for the performance and direction of the department that is responsible for: (a) managing the settlement of customer data to PJM Interconnection, L.L.C. ("PJM"); (b) ensuring the accuracy of PJM weekly and monthly billings, including facilitating their proper accounting; (c) managing the Companies' PJM Company Account Manager activities to assure that the proper FirstEnergy personnel have the access they need to PJM eSuite applications; and (d) overseeing the applications which are used to accomplish these activities.
- 16 Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE A REGULATORY
  17 COMMISSION?
- 18 A. Yes. I testified before the Public Utilities Commission of Ohio ("Commission") as, among
  19 other things, a cost-of-service witness (Case No. 07-551-EL-AIR), and I also provided
  20 testimony in support of the Companies' standard service offer procurements in their fourth
  21 electric security plan (Case No. 14-1297-EL-SSO, "ESP IV"). I have also testified before
  22 the Pennsylvania Public Utility Commission most recently on renewable energy matters
  23 (PA Case No. P-2021-3030012, P-2021-3030013, P-2021-3030014, P-2021-3030021) and

1 as a cost-of-service witness (PA Case No. R-00061366, Case No. R-00061367). I have 2 also testified in a Default Service Case in Pennsylvania (Docket Nos. P-2013-2391368, P-3 2013-2391372, P-2013-239175, P-2013-2391378). I have testified at the Federal Energy 4 Regulatory Commission ("FERC") regarding wholesale (municipal and cooperative) 5 Regional Transmission Organization settlements (Case No. EL 12-2399). 6 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING? 7 My testimony will address the following topics: (1) support for the proposed changes to A. 8 the Companies' Economic Load Response Program Rider ("Rider ELR"); (2) a proposed 9 modification to the way the Companies settle and report unaccounted for energy ("UFE"); 10 (3) support for the proposed changes to the Companies' Non-Market-Based Services Rider ("Rider NMB") using Network Service Peak Load ("NSPL") as a billing determinant; and 11 12 (4) proposed changes to the Companies' Supplier Tariffs. 13 Q. ARE YOU SPONSORING ANY ATTACHMENTS? 14 Yes. I sponsor Attachment EBS-1, which contains redlined versions of the Supplier A. 15 Tariffs, P.U.C.O. Nos. S-2, of each of the Companies. The Companies propose the same 16 changes to all three Supplier Tariffs. 17 18 II. ECONOMIC LOAD RESPONSE PROGRAM RIDER (RIDER ELR) 19 Q. ARE THE COMPANIES PROPOSING CHANGES TO THE OPERATION OF 20 RIDER ELR? 21 Yes. First, the Companies will no longer serve as the curtailment service provider ("CSP") A. 22 for Rider ELR customers. Instead, the Companies will require Rider ELR customers to 23 provide proof of registration to participate in PJM load management programs from an active PJM CSP. Second, the Companies propose to gradually decrease the credits available to Rider ELR customers over the term of ESP V to better align with market clearing prices. Companies' Witness McMillen describes the credit step-down methodology.

# Q. WHY ARE THE COMPANIES PROPOSING THESE CHANGES?

A.

PJM directly.

A.

The changes will improve the efficiency of the administration of Rider ELR by eliminating the need for the Companies to operate as a CSP for a small number of customers. Further, the gradual reduction in credits to participating Rider ELR customers will better align the costs of the program with market pricing, while continuing to support demand response and economic development. In addition, customers on Rider ELR are traditionally among the Companies' largest customers and have a large concentration of demand response capability. The proposed changes to Rider ELR will enable these customers to participate directly in multiple PJM demand response programs more efficiently. For those current Rider ELR customers who operate in multiple PJM markets, such as the ancillary service market, this change allows them to use a single CSP for all their market activities.

# Q. WOULD THE COMPANIES BE INVOLVED IN ADMINISTERING ACTIVITIES

# RELATED TO EMERGENCY CURTAILMENT EVENTS REQUESTED BY PJM?

No. Under the Companies' proposal to require participating Rider ELR customers to participate in PJM demand response programs, the Companies would no longer be responsible for any activities related to emergency curtailment events requested by PJM, including but not limited to, customer notifications, penalties, or testing requirements. These activities would be coordinated between the Rider ELR customers and their CSP, or

# 1 Q. CAN THE COMPANIES STILL CURTAIL THESE RIDER ELR RESOURCES

# 2 DURING EMERGENCY EVENTS ON THE DISTRIBUTION SYSTEM?

3 Yes. Rider ELR customers will continue to be subject to interruption if the Companies A. 4 determine that an emergency situation exists that may jeopardize the integrity of the 5 Companies' distribution system. The provisions of Rider ELR will continue to provide a 6 coordinated, first-response means for the Companies, during local emergencies and 7 independent of PJM, to have a system in place to efficiently call on customers to interrupt 8 load as a last resort prior to more drastic measures such as rolling blackouts. Further, the 9 Companies' Electric Service Regulations regarding Emergency Electrical Procedures 10 provide the ability to execute load management activities. To date, the Companies have 11 not called a load interruption event on their distribution system independent of PJM under 12 the provisions of Rider ELR during the term of ESP IV.

# Q. WILL THE COMPANIES RECEIVE ANY REVENUE FROM PJM IF THE RIDER ELR RESOURCES CLEAR IN THE PJM CAPACITY AUCTIONS?

- 15 A. No. By no longer operating as the CSP for the Rider ELR customers, the Companies will
  16 not be responsible for offering Rider ELR resources into PJM capacity auctions, and
  17 therefore, will not receive any PJM revenues.
- 18 Q. HOW DO THE PROPOSED CHANGES TO RIDER ELR BETTER ALIGN THE
  19 COSTS OF THE PROGRAM WITH MARKET PRICING?
- A. The current credits available to Rider ELR customers are higher than market capacity prices in PJM. The available credits (which include credits under Rider ELR and the Companies' Economic Development Rider ("Rider EDR") provision (b)) each are equivalent to approximately \$164/MW/Day. In comparison, the PJM capacity price

cleared at \$34.13/MW/Day in the 2023/2024 Base Residual Auction. In addition, the proposed reduced credits continue to support economic development and demand response for local emergencies.

# 4 Q. HOW WOULD RIDER ELR PARTICIPATION BE ADMINISTERED IN ESP V?

A. Prior to each year (June 1 through May 31) of ESP V, the Companies will require customers to confirm their participation in PJM's capacity market demand response program for the upcoming PJM delivery year commencing June 1. This confirmation would include the PJM Registration ID and agreed upon firm load or Firm Service Level used in the PJM demand response registration. Failure to do so in any given year would prohibit a customer from participating in Rider ELR and receiving any credits for that year; however, the customer could still be eligible to participate in Rider ELR the following year by providing advanced notice and proof of PJM program participation to the Companies.

# 13 Q. WILL RIDER ELR BE AVAILABLE TO NEW CUSTOMERS?

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14 A. No. Rider ELR will not be available to new customers, because the Companies propose to
15 phase down Rider ELR to better align with the market pricing as described above and in
16 the testimony of Companies' Witness McMillen.

# 17 Q. CAN THESE PROPOSED CHANGES TO RIDER ELR BE IMPLEMENTED JUNE 18 1, 2024?

19 A. Yes. The Companies have not offered any Rider ELR demand resources into PJM capacity
20 auctions for the 2024/2025 PJM planning year. The Companies' proposal allows Rider
21 ELR customers to work with unaffiliated CSPs to register for the PJM capacity auctions
22 for planning years 2024/2025 and beyond.

<sup>&</sup>lt;sup>1</sup> See <a href="https://pjm.com/-/media/markets-ops/rpm/rpm-auction-info/2023-2024/2023-2024-base-residual-auction-results.ashx">https://pjm.com/-/media/markets-ops/rpm/rpm-auction-info/2023-2024/2023-2024-base-residual-auction-results.ashx</a>.

# III. UNACCOUNTED FOR ENERGY (UFE)

# 2 O. WHAT IS UFE?

A.

A. UFE is the difference between the wholesale load for the entire zone and the aggregate load
of all competitive retail electric service ("CRES") providers and the Companies at the
generation level including losses to the FE Ohio Zone load, less non-retail load (*e.g.*, load
for municipal and co-operative utilities), for each respective hour. Currently, the
Companies allocate UFE to customers' load and subsequently to responsible load serving
entities ("LSEs") based on a load-ratio share on an hourly basis.

# 9 Q. WHAT ARE THE CONTRIBUTORS TO UFE?

A. The contributors to UFE include, but are not limited to: (a) using profiles to mathematically derive customer hourly load data, including for customers who do not yet have advanced metering infrastructure ("AMI" or "smart" meters) and those with behind-the-meter distributed energy resources; (b) loss factors, which are annual fixed values, but which actually vary hour to hour based on system loading; (c) unmetered loads such as streetlighting, and in some cases, the Companies' facilities; and (d) errors/estimates in meter data. Less impactful contributions are broken meters, theft, and extreme weather pushing profiles beyond their statistical accuracy.

# Q. WHAT IS THE COMPANIES' PROPOSED MODIFICATION TO THE WAY

### THEY SETTLE AND REPORT UFE?

The Companies propose to stop allocating UFE to all LSEs, and instead, retain UFE as a direct-assigned cost valued at locational marginal pricing that will be charged to all customers on a non-bypassable basis. This proposed solution would improve transparency for customers, the Commission, and others by establishing a direct and identifiable cost of

UFE. The Companies, under a dedicated PJM account, would submit the UFE MWHs to PJM for financial settlement in the markets. The Companies would then receive a net charge or credit on their monthly PJM bill for all MWHs served. The UFE charge or credit would be a non-market-based service included in the calculation of the Companies' Rider NMB. Companies' Witness Lawless discusses the mechanics of Rider NMB.

# 6 Q. WHY ARE THE COMPANIES PROPOSING THIS CHANGE TO UFE?

A.

Suppliers would no longer be responsible for UFE and therefore, would no longer need to account for UFE in the SSO auction process or their competitive retail pricing. This could potentially decrease overall costs for customers to the extent suppliers would otherwise include a risk premium for UFE in their pricing. Further, retail billing errors are much easier to handle under the Companies' proposal because the associated error in the marketplace is not spread to all suppliers operating in the Companies' PJM zone, which leads to quicker and more efficient market resettlements. Finally, this change would align with the treatment of PJM Meter Error Corrections, the PJM line item where UFE is reconciled in the PJM billing process, which is already a non-market-based service included in Rider NMB.

# 17 Q. DOES THIS PROPOSAL CREATE A NEW CHARGE TO CUSTOMERS?

A. No. Suppliers and customers are already responsible for UFE today through the allocation process described above. The Companies' proposal seeks to improve that process by changing the way UFE is allocated and assigned through a much more transparent and simple method.

# 22 Q. IS THIS METHOD FOR UFE USED ELSEWHERE?

23 A. Yes. The Companies' affiliate utilities in Pennsylvania settle UFE in this manner.

# 1 IV. <u>NETWORK SERVICE PEAK LOAD</u>

- 2 Q. THE COMPANIES PROPOSE A RIDER NMB RATE DESIGN USING
- 3 NETWORK SERVICE PEAK LOAD ("NSPL") AS A BILLING DETERMINANT,
- 4 AS EXPLAINED IN THE TESTIMONY OF COMPANIES' WITNESS LAWLESS.
- 5 WHAT IS NSPL?
- 6 A. NSPL is a customer attribute used to allocate non-market-based transmission expense to
- 7 LSEs serving the wholesale load obligations of customers. More specifically, NSPL
- 8 represents the transmission system peak, and individual customers' NSPLs are calculated
- 9 to estimate each customer's contribution to that peak. The NSPL value is set for the period
- of January 1 to December 31 of each year based on the system peak from the prior year
- and does not change for actual load measured during the time frame.

# 12 Q. HOW ARE RETAIL CUSTOMER NSPLS CALCULATED?

- 13 A. Each customer's hourly load coincident with the Companies' five highest hourly peaks
- during the year, and grossed up for losses, are averaged together to arrive at the customer's
- NSPL. These values are then scaled to meet the PJM transmission system peak.

# 16 Q. ARE CUSTOMERS ABLE TO MANAGE THEIR NSPLS?

- 17 A. Customers with an interval or smart meter that reads hourly data can control their load to
- potentially lower their NSPLs. For example, a customer with a smart meter can forecast
- the Companies' peak load days and reduce load, thereby potentially reducing this value.
- 20 Customers with non-interval meters have less of an opportunity to control their NSPLs
- because their NSPLs are determined using load profiles.
- 22 Q. ARE LSES IN THE COMPANIES' PJM ZONE BILLED FOR NON-MARKET-
- 23 BASED TRANSMISSION EXPENSE?

1	A.	No. The Companies are responsible for these transmission expenses and receive a bill from
2		PJM directly to pay this expense on behalf of LSEs.
3	Q.	DOES RETAIL BILLING FOR NON-MARKET-BASED SERVICES BASED ON
4		NSPL IMPROVE THE ALIGNMENT OF COSTS WITH COST CAUSERS?
5	A.	Yes. Since PJM assigns most non-market-based services costs based on NSPLs, designing
6		retail rates for these services that are also charged on NSPL would promote cost causation
7		principles.
8	Q.	ARE THERE OTHER BENEFITS TO RETAIL BILLING BASED ON NSPL?
9	A.	Yes. Establishing retail rates on a per NSPL basis, along with the Companies' continued
10		deployment of AMI, will permit customers to have better control over their charges. For
11		instance, if the customer reduces their NSPL by monitoring electric consumption during
12		PJM peak load times, then all else equal, they will see a reduction in their NSPL.
13		
14	V.	SUPPLIER TARIFF
15	Q.	PLEASE DESCRIBE THE COMPANIES' SUPPLIER TARIFF.
16	A.	The Companies' Supplier Tariff is the document that governs the interactions between the
17		Companies and CRES providers.
18	Q.	WHAT IS THE PURPOSE OF THE SUPPLIER TARIFF?
19	A.	The Supplier Tariff defines the rights and obligations of retail suppliers and the Companies
20		and prescribes processes for CRES providers to do business in the Companies' service
21		territories.
22	Q.	WHAT CHANGES ARE THE COMPANIES PROPOSING TO THEIR SUPPLIER
22		TADIEF?

1 A. Attachment EBS-1 contains a red-lined version of the Companies' Supplier Tariffs. These 2 changes generally include: 3 Edits to implement the revised allocation of UFE, to which I previously 1. 4 testified; 5 2. Updates to supplier registration requirements; 6 3. Updates related to the deployment of AMI; 7 4. Changes to credit requirements to add surety bonds as an option and to remove the reference to "other mutually agreeable security or 8 9 arrangement;" 10 5. Clarification of events of supplier breach and the process that will be 11 followed; 12 6. Addition of a provision providing consent for settlement, resettlement, or 13 reconciliation; 14 7. Updates to modernize processes, such as removing requirements to send 15 communications by fax, submit forms in duplicate and triplicate, and provide data on CDs; and 16 17 18 8. Consistency, grammatical, and formatting edits. 19 Q. WHAT ARE THE BENEFITS OF THESE PROPOSED CHANGES? 20 A. The proposed changes to the Supplier Tariffs are intended to help provide clarity to 21 customers and suppliers and make updates to reflect current practices and circumstances. 22 23 VI. **CONCLUSION** 24 Q. DOES THIS CONCLUDE YOUR TESTIMONY? 25 Yes. I reserve the right to supplement my testimony. A.

Effective: June 1, 20162024

P.U.C.O. No. S-2



# ELECTRIC GENERATION SUPPLIER COORDINATION TARIFF

Effective: June 1, 20162024

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

- **Ancillary Services** shall have the meaning as set forth in the Transmission Provider OATT.
- **ATSI** American Transmission Systems, Included Incorporated.
- **Bad Credit** a Certified Supplier has Bad Credit if it is insolvent (as evidenced by a credit report prepared by a reputable credit bureau or credit reporting agency or public financial data showing liabilities exceeding assets or generally being unable to pay debts as they become due) or has failed to pay Company invoices when they become due on one or more occasions within the last thirty-six billing cycles.
- **Billing Cycle** the time frame between two regularly scheduled meter readings. Customer meter readings are obtained on a regular schedule, which is managed by the Company.
- **Bill Ready** when a Certified Supplier that employs the Consolidated Billing option calculates its Customer's charges and provides the Company the Customer's Certified Supplier charges to be billed.
- Certified Supplier is\_ an Electric Generation Supplier that has received final certification from the Commission pursuant to Ohio Revised Code Section ("R.C.") 4928.08 to provide Competitive Retail Electric Service and has received written notification of registration pursuant to Section V.E herein.
- **Charge** any fee or charge that is billable by the Company to a Certified Supplier under this Tariff, including any Coordination Services Charge.
- **Commission** or **The Commission** the Public Utilities Commission of Ohio.
- Company The Cleveland Electric Illuminating Company.
- **Competitive Retail Electric Service** retail electric generation, aggregation, power marketing, and power brokerage services supplied to Customers of the Company.
- **Consolidated Billing** a billing service where the Company bills for both the Regulated Utility Charges as well as the Certified Supplier's charges, unless otherwise provided in the Company's tariff.
- **Coordinated Certified Supplier** a Certified Supplier who has appointed a Scheduling Coordinator as its designated agent for certain Coordination Services.
- **Coordination Activities** all activities related to the provision of Coordination Services.
- **Coordination Agreement** an agreement between the Company and an EGS or Certified Supplier that arranges for the provision of Coordination Services pursuant to this Tariff.
- **Coordination Obligations** all obligations identified in this Tariff relating to the provision of Coordination Services.
- Coordination Services those services that permit the interface and coordination between a Certified Supplier and the Company in connection with the delivery of Competitive Retail Electric Service to serve Customers located within the Company's service territory including, but not limited to, distribution losses. Coordination Services do not include Network Integration Transmission Service, Ancillary Services (offered under the Transmission Provider OATT), and transmission losses.

Cleveland, Ohio

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

- **Coordination Services Charges** all charges stated in the Charges section of this Tariff that are billed by the Company (on behalf of itself or any FirstEnergy affiliate or subsidiary) for Coordination Services performed hereunder.
- Creditworthiness For the purpose of determining the ability of the Certified Supplier to meet its obligations related to service hereunder, the Company may require reasonable credit review procedures. This review shall be made in accordance with standard commercial practices. In addition, the Company may require the Certified Supplier to provide and maintain in effect during the term of the Coordination Agreement an unconditional and irrevocable letter of credit as security to meet its responsibilities and obligations under this Tariff, or an alternative form of security proposed by the Certified Supplier and acceptable to the Company and consistent with commercial practices established by the Uniform Commercial Code that protects the Company against the risk of non-payment and default of the Certified Suppliers.
- **Customer** any person, partnership, association, or corporation receiving Competitive Retail Electric Service from a Certified Supplier.
- **DASR (Direct Access Service Request)** an electronic form of communication that shall be exchanged between the Company and a Certified Supplier.
- **Electronic Data Interchange ("EDI")** guidelines that represent the standard electronic communication method for exchanging data between the Company and Certified Supplier.
- **Electric Generation Supplier ("EGS")** all of the entities set forth in R.C. 4928.08(A) and (B) that have not received either certification by the Commission or written notification of registration pursuant to Section V.E herein.
- **Electric Service Regulations** The Company's the Company's Electric Service Regulations in effect as approved by the Public Utilities Commission of Ohio.
- **FERC** the Federal Energy Regulatory Commission.
- **FirstEnergy ("FE")** the parent company of The Cleveland Electric Illuminating Company, The Cleveland Electric Illuminating Company, The Toledo Edison Company, among other companies.
- **FirstEnergy ("FE") Ohio Zone** <u>Thethe</u> aggregate load zone, named "FE Ohio Zone" in PJM, represented by the combined service territories of The Cleveland Electric Illuminating Company, The Cleveland Electric Illuminating Company, and The Toledo Edison Company.
- FirstEnergy ("FE") System Control Center ("FE-SCC") the control center for the FE Ohio Zone or its successor.
- **Generation Attribute Tracking System (GATS)** PJM-EIS System, or a successor system, used for the purposes of tracking compliance with multiple state alternative energy compliance standards.
- Interest Index an annual interest rate determined by the average of 1-Year Treasury Bills for September, October, and November of the previous year.
- Interval Meter or Advanced Meter an electricity meter which records an end-use Customer's electric usage for defined intervals (e.g., 15 minutes, half-hour, hour, etc.), allowing the possibility for consumption during different time periods to be billed at different rates and providing a means for a Customer's load pattern to be analyzed.

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

- Market Participant shall have the meaning as set forth in the Transmission Provider OATT.
- **Meter Data Coordinator** is designated the responsibility to submit aggregated kWh and kW meter data to the market to facilitate Regional Transmission Organization financial market settlements.
- **Meter Read Date** the date on which the Company schedules a meter to be read for purposes of producing a customer bill in accordance with the regularly scheduled billing cycles of the Company as the same may be modified from time to time.
- **Network Integration Transmission Service** network integration transmission service provided under the Transmission Provider OATT.
- **Network Integration Transmission Service Charge** charges specified in the Transmission Provider OATT for Network Integration Transmission Service.
- North American Energy Industry Standards Board ("NAESB", formerly known as the Gas Industry Standards Board, "GISB") Thethe Board which sets standards associated with the electronic method of communication for data transfer that allows information to be sent and received electronically using the Internet. This method must meet the following minimum criteria:
  - Security and/or encryption of transactions and customer information.
  - Proof of transmission and receipt.
  - Positive identity of sender and recipient (non-repudiation).
  - Reliability.
  - Data and file integrity.
  - Network performance and availability.
  - Recoverability and archiving of data.
- Ohio Electronic <u>Data Interchange</u> Working Group ("OEWG") Commission group developing standardized formats and methodology for exchanging information electronically.
- **Open Access Same-Time Information System ("OASIS")** shall have the meaning as set forth in the Transmission Provider OATT.
- Rate Ready when a Certified Supplier which employs Consolidated Billing provides the Company rate calculations in which the Company calculates the Customer's Certified Supplier charges to be billed.
- **Regulated Utility Charges** utility charges for noncompetitive retail electric services including, but not limited to, tariffed transmission and distribution and generation services that are under the jurisdiction of the Commission.
- **Schedule** a schedule for the delivery of energy for the benefit of retail Customers, prepared by the Certified Supplier or its designated Scheduling Coordinator and submitted to and in the format prescribed by the Transmission Provider.
- **Scheduling Coordinator** an entity that performs one or more of a Certified Supplier's Coordination Obligations.
- Standard Service Offer Supply Fullfull requirements generation product (including energy and capacity) for Customers that are not taking generation service from a Certified Supplier but rather are taking generation service from the Company.

Filed pursuant to OrdersOrder dated May 19, 2011 and March 31, 2016,[DATE] in Case Nos. 09-788-EL-ATA

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

**Tangible Net Worth** – total assets less intangible assets and total liability. Intangible assets include benefits such as goodwill, patents, copyrights and trademarks.

Tariff - Thethe Electric Generation Supplier Coordination Tariff.

**Transmission Provider** – The PJM Interconnection LLC, L.L.C. or its successor organization.

**Transmission Provider Open Access Transmission Tariff ("Transmission Provider OATT")** – the PJM OATT (or its successor which may be through a successor organization) on file with the FERC. Further, the Transmission Provider OATT references specific characteristics that differentiate the FE Ohio Zone from other load zones in the PJM.

**Value Added Network ("VAN")** – a data transfer network that allows information to be sent and received electronically using an electronic mailbox.

Filed pursuant to Order dated  $\frac{\text{May }19, 2011, \underline{\text{IDATE]}}}{\text{IDATE]}}$  in Case No.  $\frac{09-788}{23-301}$ -EL- $\frac{\text{ATA}}{\text{SSO}}$  before

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#### **RULES AND REGULATIONS**

#### I. THE CERTIFIED SUPPLIER TARIFF

#### A. Filing And Posting

A copy of this Tariff, which comprises the Charges, Rules and Regulations and Coordination Agreement under which the Company will provide Coordination Services to Certified Suppliers, is on file with the Commission. A copy of this Tariff is available at the <a href="Company's First Energy Corp.">Corp.</a> website, <a href="www.firstenergycorp.com">www.firstenergycorp.com</a>.

#### B. Revisions

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

# C. Application

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

# D. Rules and Regulations

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

#### E. Statement By Agents

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

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### **RULES AND REGULATIONS**

#### II. SCOPE AND PURPOSE OF TARIFF

# A. Scope and Purpose of Tariff

This Tariff sets forth the basic requirements for interactions and coordination between the Company and Certified Suppliers necessary for ensuring the delivery of Competitive Retail Electric Service from Certified Suppliers to their Customers.

#### B. FERC Jurisdictional Matters

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

Filed pursuant to Order dated May 19, 2011, [DATE], in Case No. 09-78823-301-EL-ATASSO, before

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# Cleveland, Ohio P.U.C.O. No. S-2

III.

# RULES AND REGULATIONS

COORDINATION OBLIGATIONS

#### A. Provision of Coordination Services

The Company shall provide all Coordination Services specified in this Tariff and necessary for the delivery of a Certified Supplier's Competitive Retail Electric Services to serve <u>customers</u> located within the Company's certified service territory.

# B. Timeliness and Due Diligence

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

# C. Duty of Cooperation

The Company and Certified Supplier will cooperate in order to ensure delivery of Competitive Retail Electric Service to Customers as provided for by this Tariff, the Electric Service Regulations, and the Transmission Provider OATT.

### D. State Certification

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

# E. Energy and Capacity Procurement

A Certified Supplier must make all necessary arrangements for supply and delivery of capacity and energy in a quantity sufficient to serve its own Customers. In the event the Certified Supplier fails to supply sufficient capacity and energy to serve its Customers, the Certified Supplier shall be responsible for payment for such capacity and energy as provided in Section XV of this Tariff (RTORegional Transmission Organization Settlements) and all other applicable sections of this Tariff. Appendix A of this Tariff outlines charges the Certified Supplier and the Company are responsible for, including those charges related to Energyenergy and Capacitycapacity.

# F. Transmission Service

The Company will be responsible for the financial settlement of non-market based transmission related services charges on behalf of the Certified Supplier who is taking transmission service to serve <u>customers</u>. The Transmission Provider will shift the financial settlement from the Certified Supplier to the Company but does not relieve the Certified Supplier of any other obligations and requirements related to transmission service – either process or otherwise <u>– that</u> the Certified Supplier is responsible for under the Transmission Provider OATT. Appendix A of this Tariff outlines charges the Certified <u>SupplerSupplier</u> and the Company are responsible for including those charges related to transmission service.

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#### **RULES AND REGULATIONS**

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

# A. Multiple Certified Suppliers

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

# B. Partial Competitive Retail Electric Service

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

# C. Consolidated Scheduling

Schedules may be combined to the extent allowed by the Transmission Provider OATT.

# D. Transmission Services and Obligations

- 1. A Certified Supplier is responsible for arranging, procuring and taking those services provided by the Transmission Provider that are necessary for the delivery of Competitive Retail Electric Services to its Customers pursuant to the Transmission Provider OATT and this Tariff.
- **2.** The Company and the Certified Supplier are responsible for paying for certain Transmission Services, as described in Appendix A of this Tariff.
- **3.** Failure to obtain sufficient Network Integration Transmission Service and Ancillary Services will result in a suspension of the Certified <u>Supplier's Supplier's</u> registration until resumption of such services by the Certified Supplier occurs.

### E. Energy Scheduling

A Certified Supplier must make all necessary arrangements for scheduling the delivery of energy with the Transmission Provider.

### F. Reliability Requirements

A Certified Supplier shall satisfy those applicable reliability requirements issued by the Commission, Transmission Provider, or any other governmental agency or North American Electric Reliability Corporation (\_"NERC}") or regional reliability council or their successor who has authority over the Certified Supplier.

# G. Supply of Data

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

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#### **RULES AND REGULATIONS**

# H. Communication Requirements -

A Certified Supplier shall implement:

- **1.** A VAN and a single EDI file transfer protocol, as determined by the Company. Both data transfer methods must meet the minimum criteria of, and be endorsed by, the Company.
- 2. Internet Access. A Certified Supplier shall have appropriate software for access to the Company's secure internet site for file viewing, uploads and downloads.

# H.I. Payment Obligation

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

# I.J. Record Retention

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

# J.K. Load Shedding and Curtailments

Customers in the Company's service territory are subject to curtailment pursuant to the Company's Electric Service Regulations. The Certified Supplier shall allow and accommodate for Customers to participate in curtailment programs offered through the Transmission Provider or by the Company. In all cases, the Certified Supplier shall accept the determination by the Transmission Provider or the Company that an emergency exists and will comply with all applicable directives. In instances where a Customer is participating in a curtailment program directly with a Certified Supplier, compliance with all applicable directives shall be addressed between the Certified Supplier and the Customer.

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#### **RULES AND REGULATIONS**

# V. SUPPLIER REGISTRATION AND PARTICIPATION REQUIREMENTS

# A. Registration Process

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

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

# B. Registration for Coordination Services

The Supplier Registration process is provided on the FirstEnergy Corp. website: Supplier Registration (firstenergycorp.com). An EGS seeking to obtain Coordination Services hereunder must deliver to the Company a completed registration, consisting of the following:

- a Coordination Agreement, fully executed in triplicate by a duly authorized representative of the EGS:
- **2.** a service agreement for Network Integration Transmission Service under the Transmission Provider OATT, fully executed in triplicate by a duly authorized representative of the EGS;
- **3.** a completed Market Participant Agreement as defined under the Transmission Provider OATT, fully executed by a duly authorized representative of the EGS;
- 4. the EGS's Ohio sales tax identification number;
- **5.4.** a copy of the EGS's certification issued by the Commission to provide Competitive Retail Electric Services to the Company's retail Customers;
- 6. a copy of the EGS's application submitted to the Commission to apply for its certificate;
- 7.5. a credit history form, available from the Company, fully completed in duplicate;
- **8.6.** for Customers that have elected the Rate Ready billing option, a copy of the Certified Supplier's rate schedule must be provided to the Company, which will seek to implement such rate schedule within two weeks, but in no event longer than 90 days of receipt. The Company reserves the right to limit the number of rates per Certified Supplier;
- 9.7. the EGS must demonstrate to the Company's Company's satisfaction that its Electronic Data Interchange ("EDI") is fully functional and capable of performing the necessary data transference functions required to supply the Company with data necessary to operate its business;
- **10.8.** a service agreement for Electronic Data Interchange Trading Partner, fully executed in triplicate by a duly authorized representative of the EGS;
- **11.9.** a completed Supplier Communications Details form (available on the Company's First Energy Corp. website);
- **12.10.** a completed W-9 Form; and including the EGS's Ohio sales tax identification number;
- 11. banking information (Bank Name, Routing Number, and Account Number) provided on Companythe EGS's company letterhead with a signature;
- 12. a completed Request for a New User ID and Password form;
- **13.** a completed Supplemental Form;
- 14. a fully executed Non-Disclosure of Customer Information Agreement; and
- **13.**15. create a PJM Short Name.

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# C. Incomplete Registrations

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

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# D. Grounds for Rejecting Registration

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

- 1. the EGS has undisputed outstanding debts to the Company arising from its previous receipt of Coordination Services from the Company;
- 2. the EGS has failed to comply with payment and billing requirements specified in Section XII of this Tariff;
- 3. the Company has provided written notice to the EGS that a registration is incomplete and the EGS has failed to submit a completed registration within thirty (30) calendar days of deficiency notification;
- **4.** the EGS has been rejected by the Company as not being creditworthy;
- **5.** the EGS has failed to comply with all applicable requirements of the Transmission Provider OATT for its registration to be accepted as complete;
- the EGS has failed to execute an EDI Trading Partner Agreement, and/or has not completed EDI testing for applicable transaction sets necessary for the commencement of service; or
- **7.** failure to meet requirements of Section V.B.

# E. Approval of Registration

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

#### F. Identification Numbers

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

#### G. Commencement of Coordination Services

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

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#### **RULES AND REGULATIONS**

### VI. CREDIT REQUIREMENTS

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

The Company requires an initial credit amount of \$250,000 for an EGS and shall adjust the amount required commensurate with the financial risks placed on the Company by an EGS, including required recognition of an EGS's performance. An EGS shall satisfy its creditworthiness requirement and receive an unsecured credit limit which will be a maximum of 5% of a Supplier's its Tangible Net Worth by demonstrating that it has, and maintains, investment grade senior unsecured debt credit ratings (or if unavailable, corporate issuer credit ratings) from any two of the following three rating agencies:

AGENCY	CREDIT RATING
Standard & PoorsPoor's	BBB- or higher
Moody's Investors' Services	Baa3 or higher
Fitch	BBB- or higher

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

The Company shall make reasonable alternative credit arrangements with an EGS that is unable to meet the aforementioned criteria and with those EGSs whose credit requirements exceed their allowed unsecured credit limit. The EGS may choose from any of the following credit arrangements in a format acceptable to the Company: a guarantee of payment from a parent company that meets the credit requirements for unsecured credit limit; an irrevocable Letterletter of Creditcredit; a cash deposit; or other mutually agreeable security or arrangement a surety bond. The fact that a guarantee of payment, an irrevocable Letterletter of Credit, or credit, a cash deposit, or a surety bond is provided by a party other than the Certified SupplierEGS shall not be a factor in the determination of the reasonableness of any alternative credit arrangement, as long as such party and the related credit arrangements meet the Company's standard credit requirements. The amount of the security required must be and remain commensurate with the financial risks placed on the Company by that EGS, including recognition of that EGS's performance.

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

The aforementioned credit requirements apply with the same force and effect to Certified Suppliers.

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#### **RULES AND REGULATIONS**

#### VII. CUSTOMER ENROLLMENT PROCESS

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

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

The Customer information list will be updated quarterly. Once the list has been updated, a Certified Supplier shall not use a Customer information list from a prior quarter to contact Customers, but Certified Suppliers shall not be required to purchase subsequent lists.

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

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

- i) End-use Customer name;
- ii) Service address;
- iii) Service city;
- iv) Service state and zip code;
- v) Mailing address;
- vi) Mailing city;
- vii) Mailing state and zip code;
- viii) Rate schedule under which service is rendered, including class and sub-class (if applicable);
- ix) Rider indicator (if applicable);
- x) Load profile reference category;
- xi) Meter number and type (will provide information that is readily available);
- xii) Advanced Metering Infrastructure (AMI) meter indicator;
- xiii) Interval Meter data indicator (will provide information that is readily available);
- xiii)xiv) Budget bill / Percentage of Income Payment Plan (PIPP) program indicator;
- xiv)xv) Meter Read Cycle;
- <u>xv)xvi)</u> Most recent twelve (12) months of historical <u>billing consumption monthly customer energy</u> <u>usage</u> data (actual energy usage plus demand, if available);
- xvi)xvii) Current and future Peak Load Contribution (PLC) value;
- xvii)xviii) Effective date of PLC value;
- xviii)xix) Current and future Network Service Peak Load (NSPL) value;
- xix)xx) Effective date of NSPL value;
- xx)xxi) Service voltage; and
- xxi)xxii) Net metering indicator.

The Company will provide the Customer information list by either a compact disc or on a designated website. The information will be prepared and distributed in a uniform and useable format that allows for data sorting. Customers participating in the PIPP program are not eligible to take service from a Certified Supplier and therefore are not included on the Customer information list. These Customers will be coordinated exclusively through the PIPP program administered by

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the Ohio <u>Department of Development Services Agency</u> and pursuant to any orders issued by the Commission.

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# **RULES AND REGULATIONS**

# B. Certified Supplier Requests for Customer Information

Certified Suppliers may request historical Interval Meter data after receiving the appropriate Customer authorization. The Interval Meter data will be transferred in a standardized format and sent to the Certified Supplier and will include twelve months of data. The There will be no fee charged to Customers or Certified Suppliers for such data if provided via EDI, customer portal, or supplier portal. Otherwise, the Certified Supplier will be responsible for the costs incurred to prepare and send such data per the Schedule of Fees and Charges attached hereto.

# C. Direct Access Service Requests (DASRs)

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

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

All DASRs will be submitted to the Company no more than thirty (30) calendar days prior to the scheduled Meter Read Date when the Certified Supplier desires the switch to occur, unless otherwise agreed upon by the parties. The Company will process all valid DASRs and send the Customer confirmation within two business days. Simultaneous with the sending of the notice to the Customer, the Company will electronically advise the Certified Supplier of acceptance. Notice of rejection of the DASR to the Certified Supplier shall be sent in one business day, if possible, but in no event later than four (4) calendar days, and include the reasons for the rejection. The Company shall provide a rescission period as provided by the Commission's rules. If the Customer rescinds, the Company shall send a drop notice to the Certified Supplier. In the event of Customer rescission, the previous Certified Supplier will continue to serve the Customer under the same terms and conditions.

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

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

### D. Certified Supplier Selection

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

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

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

If a Customer contacts the Company to discontinue electric service the Company will notify the current Certified Supplier via an EDI drop transaction of the Customer's discontinuance of service for that location.

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

Certified Supplier selection and switching by Customers shall occur in accordance with the Direct Access procedures contained in this Tariff and the Company Tarifftariff and Commission rules.

If a Customer contacts a new Certified Supplier to request a change of Certified Supplier and the new Certified Supplier agrees to serve the Customer, the Customer's new Certified Supplier shall obtain appropriate authorization from the Customer, or person authorized to act on the Customer's behalf, indicating the Customer's choice of Certified Supplier. It is the Certified Supplier's responsibility to maintain records of the Customer's authorization, in accordance with the law and Commission rules, in the event of a dispute in order to provide documented evidence of authorization to the Company or the Commission.

The Customer's new Certified Supplier shall also submit the Customer's enrollment information using the EDI 814 transaction. Upon receipt of the 814 enrollment transaction from the Certified Supplier, the Company will automatically confirm receipt of the file. Within three (3) business days of receipt of the 814 enrollment transaction, the Company will validate the records contained in the file, and will provide an 814 enrollment response.

If a Customer contacts the Company to request a change of its Certified Supplier, the Company shall notify the Customer that the selected Certified Supplier must be contacted directly by the Customer in order to initiate the change.

If a Certified Supplier wishes to obtain from the Company confidential Customer-specific information about a Customer with whom it is discussing the possibility of providing Competitive Retail Electric Service, the Company will only provide such information after receiving written Customer authorization from the requesting Certified Supplier Customer authorization that conforms to applicable Commission rules and/or orders.

If a Customer contacts the Company to request a change of Certified Supplier to the Company's Standard Service Offer Supply, the Company will process the request as follows. The Company will send the Customer a confirmation letter notifying the Customer of the right to rescind. If the Customer does not contact the Company within seven (7) days of the date on the confirmation letter, then the Company will process the request. The request will be effective as of the next scheduled Meter Read Date and the Company will become the supplier of record for delivery provided that: (1) the Company has received at least twelve (12) days prior notice from the Customer; and (2) the 7-day waiting period has expired; and (3) the Customer has not contacted the Company to rescind or dispute the switch to Default Service. Once the preceding process is complete, the Company will notify the Customer's prior Certified Supplier of the discontinuance of service to the Customer from that prior Certified Supplier. In no event shall the above process affect the continued supply of electricity to a Customer once a Customer's Competitive Retail Electric service is discontinued by a Certified Supplier.

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#### **RULES AND REGULATIONS**

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

- 1. Arrangements with Certified Supplier's Supplier's Customers Certified Suppliers shall be solely responsible for having appropriate contractual or other arrangements with their Customers necessary to implement Competitive Retail Electric Service consistent with all applicable laws, Commission requirements, Transmission Provider OATT and this Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.
- 2. Transfer of Cost Obligations Between Certified Suppliers and Customers Nothing in this Tariff is intended to prevent a Certified Supplier and a Customer from agreeing to reallocate between them any Charges that this Tariff imposes on the Certified Supplier, provided that any such agreement shall not change in any way the Certified Supplier's obligation to pay such Charges to the Company, and that any such agreement shall not confer upon the Company any right to seek recourse directly from the Certified <a href="Supplier's Supplier's Customer for any charges owed to the Company by the Certified Supplier.">Supplier's Customer for any charges owed to the Company by the Certified Supplier.</a>
- 3. **Customer Obligations** Customers of a Certified Supplier remain bound by the rules and requirements of the applicable Company Tarifftariff under which they receive service from the Company.

# F. Customer Return to Standard Service Offer Supply

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

[PLACEHOLDER FOR MINIMUM STAY LANGUAGE AS REQUIRED BY PUCO IN CASE NO. 00-2317-EL-GAG]

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#### **RULES AND REGULATIONS**

### VIII. CUSTOMER INQUIRIES AND REQUESTS FOR INFORMATION

# Customer Requests for Program Information and/or Usage Data

Upon request, Customers will be sent directed to the Customer Choice section of the FirstEnergy Corp. website or be sent, via email or mail, an information package containing a summary of the program and a current list of Certified Suppliers, which will be sent to the Customer's service or mailing address.

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

The list of Certified Suppliers will be posted on a designated website. The list of Certified Suppliers will contain suppliers currently registered to enroll Customers in the Company's service territory. The list of Certified Suppliers will also designate, if available, which customer classes Certified Suppliers will be serving.

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#### **RULES AND REGULATIONS**

#### IX. METERING SERVICES AND OBLIGATIONS

#### A. Meter Requirements

Meter requirements are outlined in the Electric Service Regulations for each Customer.

# B. Interval Meter Charges and Installation Process

The Customer or Certified Supplier may request an Interval Meter for use at any account. The whose meter does not provide interval usage. The request to the Company for interval metering will be handled pursuant to the Company's Miscellaneous Charges in Sheet 75 of the Company's tariff ("Sheet 75"), and the Customer shall be responsible for the costs as set forth in the Miscellaneous Charges section of the Company's TariffSheet 75.

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

Customer requests to the Company for interval metering will be handled pursuant to the Company's Miscellaneous Charges in Tariff (Sheet No. 75 of the Company's Tariff).

For Customers who elect to have an Interval Meter for the requested service, service may begin using a Company load profile for settlement; consumption meter reads would continue to be used for billing. This would be the approach during the period between when the Customer has requested an Interval Meter and the time that the Company is able to install such a meter.—, service may begin using a Company load profile for settlement, and consumption meter reads would continue to be used for billing. The Customer shall provide adequate space for such Interval metering; should, and shall provide the Company with access for meter reading, meter testing, etc. as required by Commission regulations and/or the Company's Electric Service Regulations.

# C. Billing Meters

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

# D. Meter Testing

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

Filed pursuant to OrdersOrder dated May 19, 2011 and March 31, 2016[DATE] in Case Nos. 09 788 EL ATA

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adjusted for any meter inaccuracies. Customer requests to test Company-owned meters will be handled pursuant to the Company's Electric Service Regulations and Commission regulations.

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# E. Meter Reading

The Company reads meters in accordance with its Electric Service Regulations and Commission regulations. It is understood that it may not be possible in some circumstances to read a Customer's meter in a particular month. In such case, the Company shall estimate the meter reading in accordance with its standard procedures and Electric Service Regulations, and such estimate shall constitute the meter reading for the month.

# F. Billing Cycles

Meters will be read and billed on a predetermined meter reading schedule and in accordance with its Electric Service Regulations and Commission regulations. The Company uses 21 billing cycles per revenue month. Each business day¹ one of the cycles will be read until all 21 cycles have been read and the month is considered complete for reporting and revenue purposes. Meter reading intervals will be performed on the Company's existing schedules and will cover approximately 30 days, but may vary between 27 to 35 days. The Company may change its meter reading schedules at its discretion. If a Certified Supplier requires or requests more consumption data than is normally provided by the monthly meter reading, the additional information will be obtained provided that appropriate metering is installed by the Company and that any incremental costs are paid by the Certified Supplier.

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

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

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

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<sup>&</sup>lt;sup>1</sup> "Business days" for purposes of billing cycles shall include all days in a calendar year <u>except</u>: Saturdays and Sundays and Company observed holidays.

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#### X. BILLING SERVICES AND OBLIGATIONS

### A. Customer Billing by the Company

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

# B. Company Billing for Certified Supplier

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

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

In situations where the Certified Supplier elects to bill the customer directly using the Company's billing system, the Certified Supplier will deliver to the Company needed data to conduct this billing option. Under this billing option, the Certified Supplier shall provide all necessary data in its possession for the timely generation of bills. A failure of the Certified Supplier to provide necessary data to the Company in a timely fashion may delay production of a bill for the month to which the data pertains. In such instances, the Certified Supplier is responsible for all fines, penalties and all other liabilities and losses, if any, arising as a consequence of the Company's inability to render a timely bill.

# C. Billing Files

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

# D. Certified Supplier Logos

As set forth in the Commission Order in Case No. 12-3151-EL-COI, if a Certified Supplier has requested the Company to act as the Certified Supplier's billing agent and issue a consolidated bill, the Company must allow for the inclusion of Certified Supplier logos on the bill. Certified Suppliers electing to have the Company include their logo on the Company issued consolidated bill shall comply with the applicable process and procedures as provided on the Company FirstEnergy Corp. website.

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# XI. CUSTOMER PAYMENT PROCESSING AND COLLECTIONS FOR CONSOLIDATED BILLING

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

Where the Company acts as the billing agent for the Certified Supplier, the Company shall reimburse the Certified Supplier for all energy charges, sales taxes, and other charges collected on behalf of the Certified Supplier on the next business day following receipt of the customer's Customer's payment, when possible, but at least every two weeks. Late fees collected from the Certified Supplier's customers shall be provided to the Company as compensation for the billing and collection services and other costs incurred with the implementation and maintenance of the Stipulation and Recommendation in Case No.- 02-1944-EL-CSS approved by the Commission by Order and Opinion effective August 6, 2003 and Commission regulations. The Certified Supplier assumes all risks of non-payment by a Customer and the Company is obligated to remit to the Certified Supplier only the difference between (a) amounts received from Customers taking service from the Certified Supplier and (b) any amounts owed to the Company by or with respect to such Customer, consistent with the application of payment procedures set forth in Section XI.B below.

# B. Application of Payment

The Company will conduct all remittance processing of current customer charges. In the event that a Customer remits a partial payment of a bill, the remittance will be applied against the various amounts that may be due and owing to the Company and the Certified Supplier, in the order set forth in the Stipulation and Recommendation at Case No. 02-1944-EL-CSS.Commission regulations. The payment hierarchy is available on the CompanyFirstEnergy Corp. website. Any amount remitted by a Customer in excess of the total due and owing the Company will be held in the Customer's account with the Company for distribution in the following billing cycle(s) or, at the Customer's request, will be refunded to the Customer. In the event that any Customer checks are returned dishonored by a bank, the corresponding debits will be applied in inverse order to the order set forth above for the application of remittances. The Company will correct any misapplied payments or transactions. The Company will also provide the Certified Supplier an electronic file consisting of Customer payments and any returned checks and/or Customer adjustments. The monthly billing statement and invoice rendered by the Company to the Certified Supplier, as described in Section XII.B below, will include charges to be paid by the Certified Supplier for costs associated with this electronic funds transfer, as set forth in the Schedule of Fees and Charges.

# C. Certified Supplier Billing Data

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

# D. No Certified Supplier Termination of Service

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

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# XII. CERTIFIED SUPPLIER BILLING TERMS AND CONDITIONS

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

If the Certified Supplier defaults and the Company is performing Consolidated Billing of Customers or providing other services on behalf of -the Certified Supplier, the Company reserves the right to retain the payments collected from the Customers and apply the payments to the <a href="Company's Company's Company's

# B. Certified Supplier Payment of Obligations to the Company

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

- 1. Billing Procedure Each month, the Company shall submit an invoice to the Certified Supplier for all Coordination Service Charges provided under this Tariff. The invoice may be transmitted to the Certified Supplier by any reasonable method requested by the Certified Supplier. A Certified Supplier shall make payment for Charges incurred on or before the due date shown on the bill. The due date shall be determined by the Company and shall not be less than three (3) banking days from the date of transmittal of the bill.
- 2. Manner of Payment The Certified Supplier shall make payments of funds payable to the Company by wire transfer to a bank designated in Section XII.B.3. The Company may require that a Certified Supplier that is not Creditworthy tender payment by means of a certified, cashier's, teller's, or bank check, or by wire transfer, or other immediately available funds. If disputes arise regarding a Certified Supplier bill, the Certified Supplier must pay the undisputed portion of disputed bills under investigation.
- 3. Wire Transfer Payment to the Company by the Certified Supplier must be made by electronic wire transfer or such other means as will cause payment to be available for the use of the Company on the due date. All payments shall be wire transferred to the bank designated by the Company.
- 4. Late Fee for Unpaid Balances If payment is made to the Company after the due date shown on the bill, a late fee will be added to the unpaid balance until the entire bill is paid. This late fee will be 1 1/2% per month on the unpaid balance.
- 5. Certified Supplier's Failure To Pay In the event the Certified Supplier fails, for any reason other than a billing dispute as described below, to make payment to the Company on or before the due date as described above, and such failure of payment is not corrected within five (5) business days after the Company notifies the Certified Supplier to cure such failure, a breach by the Certified Supplier shall be deemed to exist. In the event of a billing dispute between the Company and the Certified Supplier, the Company will continue to provide service pursuant to the Coordination Agreement and this Tariff as long as the Certified Supplier continues to make all payments not in dispute.
- **6. Certified Supplier Offset** In the event a Certified Supplier is deemed to be delinquent under XII.B.5, the Company, may, at its sole discretion, reduce the reimbursement to the Certified Supplier for amounts collected by the Company by the amount owed to the Company.

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# C. Billing for Certified Supplier Obligations to Other Parties

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

# D. Guarantee of Payments

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

### E. Amount of Deposits

The deposit shall be equal to the value of Coordination Services Charges the Company projects the Certified Supplier will incur during the next three (3) billing periods based on that Certified Supplier's Supplier's forecasted load obligation.

# F. Return of Deposits

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

# G. Interest on Deposits

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

#### H. Increases to Required Amounts

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

#### H.I. Credit Information

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

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#### XIII. LOAD PROFILING AND FORECASTING

# A. Customer Load Forecasting

The Certified Supplier is responsible for developing an aggregated load forecast for its Customer's Customers' load to satisfy obligations required by this Tariff, and the Transmission Provider OATT.

# B. Company Provided Customer Data

- 1. Monthly Metered Customer Data The Company shall make available to the Certified Supplier hourly load profiles, transmission and distribution losses and rate class of the Company's retail customers that do not have interval metering. The Company at its discretion may update, add, or modify the load profiles for any or all customer rate classes during the term of this Tariff on a prospective basis.
- 2. **Hourly Metered Customer Data** The Certified Supplier shall forecast its Customers' load for hourly metered Customers, adjusted for the inclusion of losses.

#### C. Distribution Real Power Losses

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

Service Voltage Level	Cumulative Loss Factor
138 kV	Loss Factor in the Transmission Provider OATT for ATSI facilities 138kV and above
69 kV	Loss Factor in the Transmission Provider OATT for ATSI facilities 138kV and 69kv —("("Transmission Factor")")
23 kV to < 69 kV	Transmission Factor + .1%
2.4 kV to < 23 kV	Transmission Factor + 3.0%
2.4 kV	Transmission Factor + 6.7%

The Company reserves the right to file to revise these factors from time to time to reflect changes in system line losses. The Company will make a good faith effort to advise Certified Suppliers of any change in these loss factors more than thirty (30) days in advance of a change when warranted.

#### D. Transmission Real Power Losses

Transmission losses for the purposes of reserving transmission service under the Transmission Provider OATT are referenced in the Transmission Provider OATT.

# E. Adequacy of Load Profiles

A Certified Supplier's remedies for any perceived deficiency in the Company's load profiles for monthly metered Customers shall be limited to arranging, at its own expense, for the installation, pursuant to Commission rules and procedures and Company tariffs, of Interval Meter equipment at the <a href="Customer's Customer's Premises">Customer's Premises</a> in order to permit the Customer to be forecasted, billed and reconciled as an hourly metered Customer.

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Nothing in this Tariff precludes a Certified Supplier from using its own load profiles at anytime, although the Company will use its own load profiles to determine the energy imbalances at the end of each billing month.

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# XIV. ENERGY SCHEDULES AND USE OF SCHEDULING COORDINATORS

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

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# XV. RTOREGIONAL TRANSMISSION ORGANIZATION SETTLEMENTS

# A. Agreement

The Certified Supplier agrees that settlements will be provided under the rates, terms and conditions of the Transmission Provider OATT and the applicable business practice manuals.

# B. Billing

The Transmission Provider shall render bills to Certified Suppliers exclusively for services procured to serve retail customers except as otherwise noted in Appendix A.

### C. Consent for Settlement, Resettlement, or Reconciliation

If PJM policies require the Company to obtain consent from the Certified Supplier for initiation of a PJM settlement process, the execution of the Supplier Coordination Agreement shall be deemed as affirmative consent by the Certified Supplier for the settlement or resettlement or reconciliation; and if PJM requires any additional indicia of consent, the Certified Supplier shall provide affirmative consent within ten (10) calendar days of the Company's request.

### C.D. Metered Data Collection

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

- 1. Monthly Metered Customers Data from monthly metered Customers is collected corresponding to Customers' billing cycles. To reconcile energy mismatches on an hourly basis, the Company shall convert such meter data for Customers to equivalent hourly usage using the appropriate class load profile. Load profiles may be used at <a href="the-generation">the-generation</a> level for the inclusion of losses to derive an hour-by-hour usage.
- 2. Interval Metered Customers Data from interval metered Customers will be collected by the Company—on a monthly basis. \_\_ To reconcile energy mismatches on an hourly basis, where estimates may have initially been used in the RTO settlement process, the Company will use the actual time interval data. \_measured energy values once available. The actual interval metered energy consumption will be used at the generation level for the inclusion of losses.
- **3.** Calculation of Load Load shall be calculated by the Company according to the Company's Supplier Energy Obligation Manual available on the Company's First Energy Corp. website.

#### **D.E.** Transmission Provider Volume Settlements

On a calendar month basis, monthly metered Customers' actual usage and hourly metered Customers' actual usage shall be aggregated by the Company to arrive at the total hourly aggregated load for each Certified Supplier and submitted to the Transmission Provider in accordance with the Transmission Provider OATT and applicable business practice manuals.

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# **E**. **F**. Unaccounted For Energy

Unaccounted for Energy ("UFE") will be determined by comparing the aggregate load of all Certified Suppliers and the Company at the generation level including losses to the FE Ohio Zone load less non retail load for each respective hour. The difference will then be allocated to Customers' load and subsequently to the Certified Supplier based on a ratio of each Certified Supplier's load to the total load of the Certified Suppliers and the Company on an hourly basis. The Company may update the method of allocation of Unaccounted For Energy (UFE) as more detailed data becomes available. The difference, or UFE, shall be assigned directly to the Company.

#### F.G. Meter Data Coordinator

- 1. The Company shall upload required, aggregated customer meter data information on behalf of Certified Suppliers to the Transmission Provider including but not limited to real time hourly energy kWh data, capacity daily load share data and transmission daily load share data for use with financial settlement purposes as required by the Transmission Provider under the Transmission Provider's OATT.
- 2. If requested, the Company will develop load data information, where available, for use by Certified Suppliers where a requirement exists to show compliance with the statutorily mandated alternative energy portfolio standards.

Certified Suppliers supplying retail load in the Company's service territory shall cooperate with the Company to ensure compliance with the applicable requirements under Ohio Revised Code Section 4928.64. A Certified Supplier may allow the Company to calculate a Certified Supplier's baseline and may permit the Company to upload to GATS on the Certified Supplier's behalf the baseline value.

# G.H. PJM Capacity And Transmission Load Share Data

The Company will develop and create capacity and transmission load share data in accordance with Transmission Provider deadlines and practices utilizing procedures outlined in the Supplier Capacity Manual available on the <a href="Company's First Energy Corp.">Corp.</a> website. The Company will appropriately scale and submit each Certified Supplier's capacity and transmission load share data in accordance with Transmission Provider deadlines and practices as described in this Manual.

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#### XVI. **ALTERNATIVE ENERGY PORTFOLIO STANDARDS**

The Certified Supplier is responsible for all aspects of any Alternative Energy Portfolio Standards imposed upon it by law, rule or order and further for any responsibilities imposed by the Commission for meeting the Alternative Energy Portfolio Standards.

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# XVII. SCHEDULING COORDINATORS

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

All Scheduling Coordinators must follow the Transmission Provider's procedures.

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#### XVIII. CONFIDENTIALITY OF INFORMATION

#### A. Generally

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

#### B. Customer Information

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

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

# A. Notice of Withdrawal to the Company

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

#### B. Notice to Customers

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

# C. Costs for Noncompliance

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

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

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

- 1. **Notice of Discontinuance to the Company** A Certified Supplier shall provide electronic notice to the Company in a form specified by the Company of all intended discontinuance of service to Customers in a manner consistent with applicable Commission requirements.
- 2. **Notice to Customers** A Certified Supplier shall provide advance notice to any Customer it intends to stop serving of such intended discontinuance in a manner consistent with any applicable Commission requirements.
- **3. Effective Date of Discontinuance** Any discontinuance will be effective only on a Meter Read Date and in accordance with the Certified Supplier switching rules in this Tariff and the Electric Service Regulations.

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#### XX. LIABILITY

# A. General Limitation on Liability

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

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

The Company does not guarantee continuous, regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the <a href="Company's Company's Control">Company's Company's Company's Control</a>. The Company shall not be liable for any loss, cost, damage or expense sustained by reason of damage to or destruction of any property, including the loss of use thereof, arising out of, or in any manner connected with, interruptions in service, variations in service characteristics, high or low voltage, phase failure, phase reversal and the use of electrical appliances.

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

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

#### D. Commission Approval of Above Tariff Language

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

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#### **RULES AND REGULATIONS**

# XXI. DEFAULT, SUSPENSION, AND TERMINATION OF A CERTIFIED SUPPLIER

#### A. Events of Breach

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

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

# B. Rights Upon Breach

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

# C. Rights, Remedies, or Powers

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

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#### **RULES AND REGULATIONS**

# D. Termination of Coordination Agreement

A Coordination Agreement will or may be terminated as follows:

- 1. Voluntary Withdrawal of the Certified Supplier from Retail Service In the event the Certified Supplier voluntarily ceases to participate in or otherwise withdraws the provision of Competitive Retail Electric Services to Customers in the Company's Service Territory, the Coordination Agreement between the Certified Supplier and the Company shall terminate thirty (30) days following the date on which the Certified Supplier has no more active Customers.
- 2. The Company's Termination Rights Upon an Event of Violation Breach or Default by Certified Supplier — Notwithstanding any other provision of this Tariff or the Coordination Agreement, in the eventwhere there is an Event of aBreach or default, the Company shall serve written notice of such breach or default in reasonable detail and with a proposed remedy to the Certified Supplier and the Commission. On, or after, the date the default notice has been served, the Company may file with the Commission a written request for authorization to terminate or suspend the Coordination Agreement. Except for breach or default due to non-delivery, if the Commission does not act within ten business days upon receipt of the request, the Company's Company's request to terminate or suspend shall be deemed authorized on the 11th (eleventh) business day. If the breach or default is due to non-delivery, and if the Commission does not act within five business days upon receipt of the request, the Company's Company's request to terminate or suspend shall be deemed authorized on the 6th (sixth) business day. Terminations or suspensions shall require authorization from the Commission. The Company shall send notices pursuant to this section by e-mail, fax,email, overnight mail, or hand delivery to the Commission and staff at the Commission's Commission's offices. The Company shall notify all Commissioners, the Chief of Staff, the Director of the Consumer Services Service Monitoring and Enforcement Department, the Director of the Utilities Rates and Analysis Department, the Director of the Legal Department, and the Chief of the Attorney General's General's Public Utilities section. The Company shall send the notice to the address and email address or fax number provided by the Certified Supplier in its Coordination Agreement.

#### E. Effect of Termination of Coordination Agreement

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

#### F. Survival of Obligations

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

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Effective: June 1, 2011/2024

#### **RULES AND REGULATIONS**

# XXII. ALTERNATIVE DISPUTE RESOLUTION

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

Filed pursuant to Order dated May 19, 2011, [DATE], in Case No. 09-78823-301-EL-ATASSO, before

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#### **RULES AND REGULATIONS**

#### XXIII. MISCELLANEOUS

#### A. Notices

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

# B. No Prejudice of Rights

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

# C. Assignment

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

# D. Governing Law

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

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

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#### TECHNICAL SUPPORT AND ASSISTANCE CHARGE

# **AVAILABILITY / APPLICABILITY**

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

Explanation of the Company's communications related to information posted to the VAN site;

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

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

# **TABLE OF CHARGES**

Per hour \$53 / hr

#### **CONDITIONS**

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

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

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Effective: June 1, 20112024

#### SCHEDULE OF FEES AND CHARGES

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

- 1. Interval Meter Reading For hourly or sub-hourly meter reading information in excess of that provided elsewhere in this Tariff, retrieving and processing data from hourly or sub-hourly meters \$14.50 per Meter per read, per month.
- 2. Certified Supplier Selection \$5.00 per Customer processing fee will be charged to the Certified Supplier for each customer selecting or switching to the Certified Supplier except that the \$5.00 processing fee will not be assessed with respect to any customer accounts associated with a governmental aggregation unless otherwise ruled by the Commission or a court of law.
- 3. Unscheduled Meter Read \$25.00 per meter read.
- 4. Historical Customer Usage Data The Company requires Customer authorization for providing historical customer usage data over and above data normally provided for billing purposes. For historical customer usage data in excess of what is provided elsewhere in this Tariff the charges will be: Up to Twelve (12) months of monthly kW and/or kWh data \$5.00 per account per request. One (1) month of Hourly Load Data (where available) \$37.50 per account per request. Twelve (12) months of Hourly Load Data (where available) \$150 per account per request.

# B. Future Fee and Charge Adjustments.

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

Filed pursuant to Order dated  $\frac{\text{May }19, 2011, \underline{\text{IDATE]}}}{\text{In Case No. }}$  in Case No.  $\frac{09-788}{23-301}$ -EL-ATASSO, before

Effective: June 1, 20112024

#### **COORDINATION AGREEMENT**

1.0	This Coordination Agreement ("Agreement"), dated as of
	is entered into, by and between THE CLEVELAND ELECTRIC ILLUMINATING COMPANY (the
	"Company") and
	(Certified Electric Generation Supplier or "Certified Supplier").

- 2.0 The Company agrees to supply, and the Certified Supplier agrees to have the Company supply, all "Coordination Services" specified in the Electric Generation Supplier Coordination Tariff. Both Parties agree that such services are necessary to coordinate the delivery of Competitive Retail Electric Services to Customers located within the Company's service territory.
- **3.0** Representations and Warranties.
  - (a) The Certified Supplier hereby represents, warrants and covenants as follows:
    - (i) The Certified Supplier is in compliance, and will continue to comply, with all obligations, rules and regulations, as established and interpreted by the Transmission Provider Open Access Transmission Tariff ("OATT") including applicable FERC orders, that are applicable to the Certified Supplier's serving Customers located in the FE Ohio Zone; and
    - (ii) The Certified Supplier is certified by the Commission to provide Competitive Retail Electric Service to Customers in Ohio and has and will continue to satisfy all other Commission requirements applicable to Certified Suppliers including compliance with the terms and conditions of the Electric Generation Supplier Coordination Tariff.
  - (b) The Company and the Certified Supplier, individually referred to hereafter as the "Party," each represents, warrants and covenants as follows:
    - (i) Each Party's performance of its obligations hereunder has been duly authorized by all necessary action on the part of the Party and does not and will not conflict with or result in a breach of the Party's charter documents or bylaws or any indenture, mortgage, other agreement or instrument, or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which the Party is a party or by which the Party or any of its properties is bound or subject.
    - (ii) This Coordination Agreement is a valid and binding obligation of the Party, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect that affect creditors' rights generally or by general principles of equity.
- 4.0 The Certified Supplier shall provide notice to the Company via facsimile, with a copy delivered pursuant to overnight mail, at such time that the Certified Supplier learns that any of the representations, warranties, or covenants in Section 3.0 of this Coordination Agreement have been violated.
- **5.0** As consideration for Coordination Services provided by the Company, the Certified Supplier shall pay the Company those Coordination Services Charges billed to the Certified Supplier in accordance with the terms and conditions of the Electric Generation Supplier Coordination Tariff.
- **6.0** Coordination Services between the Company and the Certified Supplier will commence on

Effective: June 1, 20112024

P.U.C.O. No. S-2

**7.0** Any notice or request made to or by either Party regarding this Coordination Agreement shall be made to the representative of the other Party as indicated below.

To: The Cleveland Electric Illuminating Company	To: the Certified Supplier
Competitive Energy Supplier Contracts Administrator	
The Cleveland Electric Illuminating Company	
76 South Main Street	
Cleveland, Ohio 44308	
Telephone	:
Facsimile	:

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

The Cleveland Electric Illuminating Company

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**IN WITNESS WHEREOF**, and intending to be legally bound thereby, THE CLEVELAND ELECTRIC ILLUMINATING COMPANY and the Certified Supplier identified above have caused this Coordination Agreement to be executed by their respective authorized officials.

The Cleveland Electric Illuminating Company	
(Company)	(Certified Supplier Company Name)
By:	
(Signature)	(Signature)
(Print or Type Name)	(Print or Type Name)
(Title) (Date)	(Title) (Date)

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# SCHEDULING COORDINATOR DESIGNATION FORM

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All Scheduling Coordinators must follow the required scheduling procedures of the Transmission Provider.

Filed pursuant to Order dated May 19, 2011, [DATE], in Case No. 09-78823-301-EL-ATASSO, before

The Public Utilities Commission of Ohio

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		PJM Billing Statement Line	e Ite	ms (as	of July 7, 2014)
ID#	Resp.	CHARGES	ID#	Resp.	CREDITS
1000	CRES	Amount Due for Interest on Past Due Charges			
1100	Company	Network Integration Transmission Service	2100	Company	Network Integration Transmission Service
1101	Company	Network Integration Transmission Service (ATSI Low Voltage)	2101	Company	Network Integration Transmission Service (ATSI Low Voltage)
1104	Company	Network Integration Transmission Service Offset	2104	Company	Network Integration Transmission Service Offset
			2106	CRES	Non-Zone Network Integration Transmission Service
1108	Company	Transmission Enhancement	2108	Company	Transmission Enhancement
1109	Company	MTEP Project Cost Recovery	2109	Company	MTEP Project Cost Recovery
1110	CRES	Direct Assignment Facilities	2110	CRES	Direct Assignment Facilities
1120	CRES	Other Supporting Facilities	2120	CRES	Other Supporting Facilities
1130	CRES	Firm Point-to-Point Transmission Service	2130	CRES	Firm Point-to-Point Transmission Service
			2132	CRES	Internal Firm Point-to-Point Transmission Service
1133	CRES	Firm Point-to-Point Transmission Service Resale	2133	CRES	Firm Point-to-Point Transmission Service Resale
1135	CRES	Neptune Voluntary Released Transmission Service (Firm)	2135	CRES	Neptune Voluntary Released Transmission Service (Firm)
1138	CRES	Linden Voluntary Released Transmission Service (Firm)	2138	CRES	Linden Voluntary Released Transmission Service (Firm)
1140	CRES	Non-Firm Point-to-Point Transmission Service	2140	CRES	Non-Firm Point-to-Point Transmission Service
			2142	CRES	Internal Non-Firm Point-to-Point Transmission Service
1143	CRES	Non-Firm Point-to-Point Transmission Service Resale	2143	CRES	Non-Firm Point-to-Point Transmission Service Resale
1145	CRES	Neptune Voluntary Released Transmission Service (Non-Firm)	2145	CRES	Neptune Voluntary Released Transmission Service (Non-Firm)
1146	CRES	Neptune Default Released Transmission Service (Non-Firm)	2146	CRES	Neptune Default Released Transmission Service (Non-Firm)
1147	CRES	Neptune Unscheduled Usage Billing Allocation			
1155	CRES	Linden Voluntary Released Transmission Service (Non-Firm)	2155	CRES	Linden Voluntary Released Transmission Service (Non-Firm)
1156	CRES	Linden Default Released Transmission Service (Non-Firm)	2156	CRES	Linden Default Released Transmission Service (Non-Firm)
1157	CRES	Linden Unscheduled Usage Billing Allocation			
1200	CRES	Day-ahead Spot Market Energy			
1205	CRES	Balancing Spot Market Energy			
1210	CRES	Day-ahead Transmission Congestion	2210	CRES	Transmission Congestion
1215	CRES	Balancing Transmission Congestion	2247	CDEC	Diaming Period Evenes Courselies
1040	Commercia	Diaming Period Congostics Lists	2217	CRES	Planning Period Excess Congestion
1218	Company	Planning Period Congestion Uplift	2218	Company	Planning Period Congestion Uplift
1220	CRES	Day-ahead Transmission Losses	2220	CRES	Transmission Losses
1225 1230	CRES CRES	Balancing Transmission Losses Inadvertent Interchange			
		-	0040	OPEO	Day should Farmania Lay 1 Day 1000
1240	CRES	Day-ahead Economic Load Response	2240	CRES	Day-ahead Economic Load Response
1241	CRES	Real-time Economic Load Response	2241	CRES	Real-time Economic Load Response

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	PJM Billing Statement Line Items (as of July 7, 2014)							
ID#	Resp.	CHARGES	ID#	Resp.	CREDITS			
1242	CRES	Day-Ahead Load Response Charge Allocation						
1243	CRES	Real-Time Load Response Charge Allocation						
1245	CRES	Emergency Load Response	2245	CRES	Emergency Load Response			
1250	Company	Meter Error Correction						
1260	Company	Emergency Energy	2260	Company	Emergency Energy			
1301	CRES	PJM Scheduling, System Control and Dispatch Service - Control Area Administration						
1302	CRES	PJM Scheduling, System Control and Dispatch Service - FTR Administration						
1303	CRES	PJM Scheduling, System Control and Dispatch Service - Market Support						
1304	CRES	PJM Scheduling, System Control and Dispatch Service - Regulation Market Administration						
1305	CRES	PJM Scheduling, System Control and Dispatch Service - Capacity Resource/Obligation Mgmt.						
1306	CRES	PJM Scheduling, System Control and Dispatch Service - Advanced Second Control Center						
1307	CRES	PJM Scheduling, System Control and Dispatch Service - Market Support Offset						
1308	CRES	PJM Scheduling, System Control and Dispatch Service Refund - Control Area Administration						
1309	CRES	PJM Scheduling, System Control and Dispatch Service Refund - FTR Administration						
1310	CRES	PJM Scheduling, System Control and Dispatch Service Refund - Market Support						
1311	CRES	PJIVI Scheduling, System Control and Dispatch Service Refund - Regulation Market Administration						
1312	CRES	PJM Scheduling, System Control and Dispatch Service Refund - Capacity Resource/Obligation Mgmt.						
1313	CRES	PJM Settlement, Inc.						
1314	CRES	Market Monitoring Unit (MMU) Funding						
1315	CRES	FERC Annual Charge Recovery						
1316	CRES	Organization of PJM States, Inc. (OPSI) Funding						
1317	CRES	North American Electric Reliability Corporation (NERC)						
1318	CRES	Reliability First Corporation (RFC)						
1320	Company	Transmission Owner Scheduling, System Control and Dispatch Service	2320	Company	Transmission Owner Scheduling, System Control and Dispatch Service			
1330	Company	Reactive Supply and Voltage Control from Generation and Other Sources Service	2330	Company	Reactive Supply and Voltage Control from Generation and Other Sources Service			
1340	CRES	Regulation and Frequency Response Service	2340	CRES	Regulation and Frequency Response Service			
1350	CRES	Energy Imbalance Service	2350	CRES	Energy Imbalance Service			
1360	CRES	Synchronized Reserve	2360	CRES	Synchronized Reserve			
1362	CRES	Non-Synchronized Reserve	2362	CRES	Non-Synchronized Reserve			
1365	CRES	Day-ahead Scheduling Reserve	2365	CRES	Day-ahead Scheduling Reserve			
1370	CRES	Day-ahead Operating Reserve	2370	CRES	Day-ahead Operating Reserve			
1371	CRES	Day-ahead Operating Reserve for Load Response	2371	CRES	Day-ahead Operating Reserve for Load Response			
	Γ	Polonoing Operating Posons	2375	Company	Balancing Operating Reserve			
1375	Company	Balancing Operating Reserve	2010	Company	Balancing Operating reserve			

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	PJM Billing Statement Line Items (as of July 7, 2014)						
ID#	Resp.	CHARGES		Resp.	CREDITS		
1377	CRES	Synchronous Condensing	2377	CRES	Synchronous Condensing		
1378	Company	Reactive Services	2378	Company	Reactive Services		
1380	CRES	Black Start Service	2380	CRES	Black Start Service		
1400	CRES	Load Reconciliation for Spot Market Energy					
1410	CRES	Load Reconciliation for Transmission Congestion					
1420	CRES	Load Reconciliation for Transmission Losses	2420	CRES	Load Reconciliation for Transmission Losses		
1430	CRES	Load Reconciliation for Inadvertent Interchange					
1440	CRES	Load Reconciliation for PJM Scheduling, System Control and Dispatch Service					
1441	CRES	Load Reconciliation for PJM Scheduling, System Control and Dispatch Service Refund					
1442	CRES	Load Reconciliation for Schedule 9-6 - Advanced Second Control Center					
1444	CRES	Load Reconciliation for Market Monitoring Unit (MMU) Funding					
1445	CRES	Load Reconciliation for FERC Annual Charge Recovery					
1446	CRES	Load Reconciliation for Organization of PJM States, Inc. (OPSI) Funding					
1447	CRES	Load Reconciliation for North American Electric Reliability Corporation (NERC)					
1448	CRES	Load Reconciliation for Reliability First Corporation (RFC)					
1450	Company	Load Reconciliation for Transmission Owner Scheduling, System Control and Dispatch Service					
1460	CRES	Load Reconciliation for Regulation and Frequency Response Service					
1470	CRES	Load Reconciliation for Synchronized Reserve					
1472	CRES	Load Reconciliation for Non-Synchronized Reserve					
1475	CRES	Load Reconciliation for Day-ahead Scheduling Reserve					
1478	CRES	Load Reconciliation for Balancing Operating Reserve					
1480	CRES	Load Reconciliation for Synchronous Condensing					
1490	CRES	Load Reconciliation for Reactive Services					
1500	CRES	Financial Transmission Rights Auction	2500	CRES	Financial Transmission Rights Auction		
			2510	CRES	Auction Revenue Rights		
1600	CRES	RPM Auction	2600	CRES	RPM Auction		
1610	CRES	Locational Reliability					
			2620	CRES	Interruptible Load for Reliability		
			2630	CRES	Capacity Transfer Rights		
1053	00=0		2640	CRES	Incremental Capacity Transfer Rights		
1650	CRES	Auction Specific MW Capacity Transaction	2650	CRES	Auction Specific MW Capacity Transaction		
1660	CRES	Demand Resource and ILR Compliance Penalty	2660	CRES	Demand Resource and ILR Compliance Penalty		
1661	CRES	Capacity Resource Deficiency	2661	CRES	Capacity Resource Deficiency		
1662	CRES	Generation Resource Rating Test Failure	2662	CRES	Generation Resource Rating Test Failure		

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		PJM Billing Statement Line			Or July 1, 2014)
ID#	Resp.	CHARGES	ID#	Resp.	CREDITS
1663	CRES	Qualifying Transmission Upgrade Compliance Penalty	2663	CRES	Qualifying Transmission Upgrade Compliance Penalty
1664	CRES	Peak Season Maintenance Compliance Penalty	2664	CRES	Peak Season Maintenance Compliance Penalty
1665	CRES	Peak-Hour Period Availability	2665	CRES	Peak-Hour Period Availability
1666	CRES	Load Management Test Failure	2666	CRES	Load Management Test Failure
1670	CRES	FRR LSE Reliability	2670	CRES	FRR LSE Reliability
1680	CRES	FRR LSE Demand Resource and ILR Compliance Penalty	2680	CRES	FRR LSE Demand Resource and ILR Compliance Penalty
1681	CRES	FRR LSE Capacity Resource Deficiency	2681	CRES	FRR LSE Capacity Resource Deficiency
1682	CRES	FRR LSE Generation Resource Rating Test Failure	2682	CRES	FRR LSE Generation Resource Rating Test Failur
1683	CRES	FRR LSE Qualifying Transmission Upgrade Compliance Penalty	2683	CRES	FRR LSE Qualifying Transmission Upgrade Compliance Penalty
1684	CRES	FRR LSE Peak Season Maintenance Compliance Penalty	2684	CRES	FRR LSE Peak Season Maintenance Compliance Penalty
1685	CRES	FRR LSE Peak-Hour Period Availability	2685	CRES	FRR LSE Peak-Hour Period Availability
1686	CRES	FRR LSE Load Management Test Failure	2686	CRES	FRR LSE Load Management Test Failure
1687	CRES	FRR LSE Schedule 9-5	2687	CRES	FRR LSE Schedule 9-5
1688	CRES	FRR LSE Schedule 9-6	2688	CRES	FRR LSE Schedule 9-6
1710	CRES	PJM/MISO Seams Elimination Cost Assignment	2710	CRES	PJM/MISO Seams Elimination Cost Assignment
1712	CRES	Intra-PJM Seams Elimination Cost Assignment	2712	CRES	Intra-PJM Seams Elimination Cost Assignment
1720	CRES	RTO Start-up Cost Recovery	2720	CRES	RTO Start-up Cost Recovery
1730	CRES	Expansion Cost Recovery	2730	CRES	Expansion Cost Recovery
1900	CRES	Unscheduled Transmission Service			
1910	CRES	Ramapo Phase Angle Regulators	2910	CRES	Ramapo Phase Angle Regulators
1911	CRES	Michigan - Ontario Interface Phase Angle Regulators			
			2912	CRES	CT Lost Opportunity Cost Allocation
1920	CRES	Station Power			
1930	Company	Generation Deactivation	2930	Company	Generation Deactivation
1932	Company	Generation Deactivation Refund	2932	Company	Generation Deactivation Refund
1950	CRES	Virginia Retail Administrative Fee	2950	CRES	Virginia Retail Administrative Fee
1952	CRES	Deferred Tax Adjustment	2952	CRES	Deferred Tax Adjustment
1955	CRES	Deferral Recovery	2955	CRES	Deferral Recovery
1980	CRES	Miscellaneous Bilateral	2980	CRES	Miscellaneous Bilateral
1995	CRES	PJM Annual Membership Fee			
			2996	CRES	Annual PJM Cell Tower
			2997	CRES	Annual PJM Building Rent
1999	CRES	PJM Customer Payment Default			

Sheet 1

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#### APPENDIX A

	D IM Dillion Ototowant Live Itana						
	PJM Billing Statement Line Items						
<u>ID #</u>	Resp.	CHARGES	<u>ID#</u>	Resp.	CREDITS		
<u>1000</u>	CRES	Amount Due for Interest on Past Due Charges	-	-	-		
<u>1100</u>	<u>EDU</u>	Network Integration Transmission Service	<u>2100</u>	<u>EDU</u>	Network Integration Transmission Service		
<u>1101</u>	<u>EDU</u>	Network Integration Transmission Service (ATSI Low Voltage)	<u>2101</u>	<u>EDU</u>	Network Integration Transmission Service (ATSI Low Voltage)		
<u>1104</u>	<u>EDU</u>	Network Integration Transmission Service Offset	<u>2104</u>	<u>EDU</u>	Network Integration Transmission Service Offset		
_	-	-	<u>2106</u>	CRES	Non-Zone Network Integration Transmission Service		
<u>1108</u>	<u>EDU</u>	Transmission Enhancement	<u>2108</u>	<u>EDU</u>	Transmission Enhancement		
<u>1109</u>	<u>EDU</u>	MTEP Project Cost Recovery	<u>2109</u>	<u>EDU</u>	MTEP Project Cost Recovery		
<u>1110</u>	CRES	Direct Assignment Facilities	<u>2110</u>	CRES	Direct Assignment Facilities		
<u>1115</u>	<u>EDU</u>	Transmission Enhancement Settlement Charge					
<u>1120</u>	CRES	Other Supporting Facilities	<u>2120</u>	CRES	Other Supporting Facilities		
<u>1130</u>	CRES	Firm Point-to-Point Transmission Service	<u>2130</u>	CRES	Firm Point-to-Point Transmission Service		
_	-	-	<u>2132</u>	CRES	Internal Firm Point-to-Point Transmission Service		
<u>1133</u>	CRES	Firm Point-to-Point Transmission Service Resale	<u>2133</u>	CRES	Firm Point-to-Point Transmission Service Resale		
<u>1135</u>	CRES	Neptune Voluntary Released Transmission Service (Firm)	<u>2135</u>	CRES	Neptune Voluntary Released Transmission Service (Firm)		
<u>1138</u>	CRES	<u>Linden Voluntary Released</u> <u>Transmission Service (Firm)</u>	<u>2138</u>	CRES	<u>Linden Voluntary Released</u> <u>Transmission Service (Firm)</u>		
<u>1140</u>	CRES	Non-Firm Point-to-Point Transmission Service	<u>2140</u>	CRES	Non-Firm Point-to-Point Transmission Service		
_	-	-	<u>2142</u>	CRES	Internal Non-Firm Point-to-Point Transmission Service		
1143	CRES	Non-Firm Point-to-Point Transmission Service Resale	<u>2143</u>	CRES	Non-Firm Point-to-Point Transmission Service Resale		
<u>1145</u>	CRES	Neptune Voluntary Released Transmission Service (Non-Firm)	<u>2145</u>	CRES	Neptune Voluntary Released Transmission Service (Non-Firm)		
<u>1146</u>	CRES	Neptune Default Released Transmission Service (Non-Firm)	<u>2146</u>	CRES	Neptune Default Released Transmission Service (Non-Firm)		
1147	CRES	Neptune Unscheduled Usage Billing Allocation	_	-	-		
<u>1155</u>	CRES	<u>Linden Voluntary Released</u> <u>Transmission Service (Non-Firm)</u>	<u>2155</u>	CRES	<u>Linden Voluntary Released</u> <u>Transmission Service (Non-Firm)</u>		

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<u>1156</u>	CRES	<u>Linden Default Released</u> <u>Transmission Service (Non-Firm)</u>	<u>2156</u>	CRES	<u>Linden Default Released</u> <u>Transmission Service (Non-Firm)</u>
<u>1157</u>	CRES	Linden Unscheduled Usage Billing Allocation	-	- 1	-
<u>1200</u>	CRES	Day-ahead Spot Market Energy	1	_	_
<u>1205</u>	CRES	Balancing Spot Market Energy	_	_	_
<u>1210</u>	CRES	Day-ahead Transmission Congestion	<u>2210</u>	CRES	Transmission Congestion
1215	CRES	Balancing Transmission Congestion	_	-	_
_	-	_	2217	CRES	Planning Period Excess Congestion
<u>1218</u>	<u>EDU</u>	Planning Period Congestion Uplift	2218	<u>EDU</u>	Planning Period Congestion Uplift
<u>1220</u>	CRES	Day-ahead Transmission Losses	<u>2220</u>	CRES	Transmission Losses
1225	CRES	Balancing Transmission Losses	1	_	_
<u>1230</u>	CRES	Inadvertent Interchange	_	_	_
1240	CRES	Day-ahead Economic Load Response	2240	CRES	Day-ahead Economic Load Response
<u>1241</u>	CRES	Real-time Economic Load Response	2241	CRES	Real-time Economic Load Response
<u>1242</u>	CRES	Day-Ahead Load Response Charge Allocation	-	-	-
<u>1243</u>	CRES	Real-Time Load Response Charge Allocation	_	1	-
<u>1245</u>	CRES	Emergency Load Response	<u>2245</u>	CRES	Emergency Load Response
<u>1250</u>	<u>EDU</u>	Meter Error Correction	_	-	-
<u>1260</u>	<u>EDU</u>	Emergency Energy	<u>2260</u>	<u>EDU</u>	Emergency Energy
<u>1301</u>	CRES	PJM Scheduling, System Control and Dispatch Service - Control Area Administration	_	-	-
1302	<u>CRES</u>	PJM Scheduling, System Control and Dispatch Service - FTR Administration	-	-	-
<u>1303</u>	CRES	PJM Scheduling, System Control and Dispatch Service - Market Support	_	-	-
1304	CRES	PJM Scheduling, System Control and Dispatch Service - Regulation Market Administration	-	1	-
<u>1305</u>	CRES	PJM Scheduling, System Control and Dispatch Service - Capacity Resource/Obligation Mgmt.	-	1	-
<u>1306</u>	CRES	PJM Scheduling, System Control and Dispatch Service - Advanced Second Control Center	-	-	-
1307	<u>CRES</u>	PJM Scheduling, System Control and Dispatch Service - Market Support Offset	-	-	-

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-					
		PJM Scheduling, System Control and			
<u>1308</u>	CRES	Dispatch Service Refund - Control	_	-	_
		Area Administration			
		PJM Scheduling, System Control and			
1309	CRES	Dispatch Service Refund - FTR	_	_	_
		Administration	_		
		PJM Scheduling, System Control and			
1310	CRES	Dispatch Service Refund - Market		_	_
		Support	_		
		PJM Scheduling, System Control and			
1311	CRES	Dispatch Service Refund -		_	_
		Regulation Market Administration	_		_
		PJM Scheduling, System Control and			
1312	CRES	Dispatch Service Refund - Capacity			
1012		Resource/Obligation Mgmt.	_	-	-
1313	CRES	PJM Settlement, Inc.			
1010	OILLO	Market Monitoring Unit (MMU)	_	-	-
<u>1314</u>	CRES	Funding	_	_	_
1315	CRES	FERC Annual Charge Recovery			
1010	ORLO	Organization of PJM States, Inc.	-	-	-
<u>1316</u>	CRES	(OPSI) Funding	-	-	-
1317	CRES	North American Electric Reliability			
1011		Corporation (NERC)	-	-	-
<u>1318</u>	CRES	Reliability First Corporation (RFC)	_	_	_
		Transmission Owner Scheduling,			Transmission Owner Scheduling,
<u>1320</u>	<u>EDU</u>	System Control and Dispatch Service	<u>2320</u>	<u>EDU</u>	System Control and Dispatch
					<u>Service</u>
		Reactive Supply and Voltage Control			Reactive Supply and Voltage
<u>1330</u>	<u>EDU</u>	from Generation and Other Sources	<u>2330</u>	<u>EDU</u>	Control from Generation and Other
		Service			Sources Service
1340	CRES	Regulation and Frequency Response	2340	CRES	Regulation and Frequency
1340	CINES	Service	<u>2340</u>	CKLO	Response Service
<u>1350</u>	CRES	Energy Imbalance Service	2350	<u>CRES</u>	Energy Imbalance Service
<u>1360</u>	CRES	Synchronized Reserve	<u>2360</u>	CRES	Synchronized Reserve
<u>1362</u>	CRES	Non-Synchronized Reserve	2362	CRES	Non-Synchronized Reserve
<u>1365</u>	CRES	Day-ahead Scheduling Reserve	<u>2365</u>	CRES	Day-ahead Scheduling Reserve
1370	CRES	Day-ahead Operating Reserve	2370	CRES	Day-ahead Operating Reserve
4074	0050	Day-ahead Operating Reserve for	0074	0050	Day-ahead Operating Reserve for
<u>1371</u>	CRES	Load Response	<u>2371</u>	CRES	Load Response
<u>1375</u>	<u>EDU</u>	Balancing Operating Reserve	<u>2375</u>	<u>EDU</u>	Balancing Operating Reserve
4070	F.D	Balancing Operating Reserve for	0070	EDIT	Balancing Operating Reserve for
<u>1376</u>	<u>EDU</u>	Load Response	<u>2376</u>	<u>EDU</u>	Load Response
<u>1377</u>	CRES	Synchronous Condensing	<u>2377</u>	CRES	Synchronous Condensing
1378	EDU	Reactive Services	2378	<u>EDU</u>	Reactive Services
1370					
1380	CRES	Black Start Service	2380	CRES	Black Start Service

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1400     CRES     Load Reconciliation for Spot Market Energy     -     -     -     -       1410     CRES     Load Reconciliation for Transmission Congestion     -     -     -     -	
1410 CRES Load Reconciliation for Transmission	
Load Paganciliation for Transmission Load Pagancilia	ation for
1420 CRES Losses 2420 CRES Transmission L	
Load Reconciliation for Inadvertent	<u>-03303</u>
1430 CRES Interchange	
Load Reconciliation for PJM	
1440 CRES Scheduling, System Control and	
Dispatch Service	
Load Reconciliation for PJM	
1441 CRES Scheduling, System Control and	
Dispatch Service Refund	
Load Reconciliation for Schedule 9-6	
1442 CRES - Advanced Second Control Center	
Load Reconciliation for Market	
1444 CRES Monitoring Unit (MMU) Funding	
Load Reconciliation for FERC Annual	
1445 CRES Charge Recovery	
1446 CRES Load Reconciliation for Organization of PJM States, Inc. (OPSI) Funding	
Load Reconciliation for North  American Floatric Polichility	
1447   CRES   American Electric Reliability   Corporation (NERC)	
Load Reconciliation for Reliability	
1448 CRES First Corporation (RFC)	
Load Reconciliation for Transmission	
1450 EDU Owner Scheduling, System Control	
and Dispatch Service	
Load Reconciliation for Regulation	
1460 CRES and Frequency Response Service	
Load Reconciliation for Synchronized	
1470   CRES   Reserve	
Load Reconciliation for Non-	
1472 CRES Synchronized Reserve	
Load Reconciliation for Day-shead	
1475   CRES   Scheduling Reserve	
Load Reconciliation for Balancing	
1478 CRES Operating Reserve	
Load Reconciliation for Synchronous	
1480 CRES Condensing	
Load Reconciliation for Reactive	
1490   CRES   Services	
Financial Transmission Rights Financial Trans	smission Rights
1500   CRES   Auction   2500   CRES   Auction   Auction	ormodori ragina
	ue Righte
ZOTO   CRES   AUCTION Reven	ue Mynto
1600 CRES RPM Auction 2600 CRES RPM Auction	

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1610	CRES	Locational Reliability			
1010	CINES	<u>Locational iveliability</u>	2620	- CRES	Interruptible Load for Reliability
_	-	-			
_	-	-	<u>2630</u>	CRES	Capacity Transfer Rights Incremental Capacity Transfer
_	-	-	<u>2640</u>	CRES	Rights
<u>1650</u>	CRES	Auction Specific MW Capacity <u>Transaction</u>	<u>2650</u>	CRES	Auction Specific MW Capacity <u>Transaction</u>
<u>1660</u>	CRES	Demand Resource and ILR Compliance Penalty	<u>2660</u>	CRES	Demand Resource and ILR Compliance Penalty
<u>1661</u>	CRES	Capacity Resource Deficiency	<u>2661</u>	CRES	Capacity Resource Deficiency
<u>1662</u>	CRES	Generation Resource Rating Test Failure	<u>2662</u>	CRES	Generation Resource Rating Test Failure
<u>1663</u>	CRES	Qualifying Transmission Upgrade Compliance Penalty	<u>2663</u>	CRES	Qualifying Transmission Upgrade Compliance Penalty
<u>1664</u>	CRES	Peak Season Maintenance Compliance Penalty	<u>2664</u>	CRES	Peak Season Maintenance Compliance Penalty
<u>1665</u>	CRES	Peak-Hour Period Availability	<u>2665</u>	CRES	Peak-Hour Period Availability
<u>1666</u>	CRES	Load Management Test Failure	<u>2666</u>	<u>CRES</u>	Load Management Test Failure
<u>1670</u>	CRES	FRR LSE Reliability	<u>2670</u>	CRES	FRR LSE Reliability
<u>1680</u>	CRES	FRR LSE Demand Resource and ILR Compliance Penalty	<u>2680</u>	CRES	FRR LSE Demand Resource and ILR Compliance Penalty
<u>1681</u>	CRES	FRR LSE Capacity Resource Deficiency	<u>2681</u>	CRES	FRR LSE Capacity Resource Deficiency
<u>1682</u>	CRES	FRR LSE Generation Resource Rating Test Failure	<u>2682</u>	CRES	FRR LSE Generation Resource Rating Test Failure
<u>1683</u>	CRES	FRR LSE Qualifying Transmission Upgrade Compliance Penalty	<u>2683</u>	CRES	FRR LSE Qualifying Transmission Upgrade Compliance Penalty
<u>1684</u>	CRES	FRR LSE Peak Season Maintenance Compliance Penalty	<u>2684</u>	CRES	FRR LSE Peak Season Maintenance Compliance Penalty
<u>1685</u>	CRES	FRR LSE Peak-Hour Period Availability	<u>2685</u>	CRES	FRR LSE Peak-Hour Period Availability
<u>1686</u>	CRES	FRR LSE Load Management Test Failure	<u>2686</u>	CRES	FRR LSE Load Management Test Failure
<u>1687</u>	CRES	FRR LSE Schedule 9-5	<u>2687</u>	<u>CRES</u>	FRR LSE Schedule 9-5
<u>1688</u>	CRES	FRR LSE Schedule 9-6	<u>2688</u>	CRES	FRR LSE Schedule 9-6
<u>1710</u>	CRES	PJM/MISO Seams Elimination Cost Assignment	<u>2710</u>	CRES	PJM/MISO Seams Elimination Cost Assignment
<u>1712</u>	CRES	Intra-PJM Seams Elimination Cost Assignment	<u>2712</u>	CRES	Intra-PJM Seams Elimination Cost Assignment
<u>1720</u>	CRES	RTO Start-up Cost Recovery	<u>2720</u>	CRES	RTO Start-up Cost Recovery
<u>1730</u>	CRES	Expansion Cost Recovery	<u>2730</u>	CRES	Expansion Cost Recovery
1900	CRES	Unscheduled Transmission Service	_		_
1910	CRES	Ramapo Phase Angle Regulators	<u>2910</u>	CRES	Ramapo Phase Angle Regulators
<u>1911</u>	CRES	Michigan - Ontario Interface Phase Angle Regulators	-	-	-

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_	_	_	<u>2912</u>	CRES	CT Lost Opportunity Cost Allocation
<u>1920</u>	CRES	Station Power	_	_	-
<u>1930</u>	<u>EDU</u>	Generation Deactivation	<u>2930</u>	<u>EDU</u>	Generation Deactivation
<u>1932</u>	<u>EDU</u>	Generation Deactivation Refund	<u>2932</u>	<u>EDU</u>	Generation Deactivation Refund
<u>1950</u>	CRES	Virginia Retail Administrative Fee	<u>2950</u>	CRES	Virginia Retail Administrative Fee
<u>1952</u>	CRES	Deferred Tax Adjustment	<u>2952</u>	CRES	Deferred Tax Adjustment
<u>1955</u>	CRES	Deferral Recovery	<u>2955</u>	CRES	<u>Deferral Recovery</u>
<u>1980</u>	CRES	Miscellaneous Bilateral	<u>2980</u>	CRES	Miscellaneous Bilateral
<u>1995</u>	CRES	PJM Annual Membership Fee	_	_	_
_	_	_	<u>2996</u>	CRES	Annual PJM Cell Tower
_	_	-	<u>2997</u>	CRES	Annual PJM Building Rent
<u>1999</u>	CRES	PJM Customer Payment Default	_	_	_

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# ELECTRIC GENERATION SUPPLIER COORDINATION TARIFF

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#### <u>DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS</u>

**Ancillary Services** – shall have the meaning as set forth in the Transmission Provider OATT.

- **ATSI** American Transmission Systems, Includence Incorporated.
- **Bad Credit** a Certified Supplier has Bad Credit if it is insolvent (as evidenced by a credit report prepared by a reputable credit bureau or credit reporting agency or public financial data showing liabilities exceeding assets or generally being unable to pay debts as they become due) or has failed to pay Company invoices when they become due on one or more occasions within the last thirty-six billing cycles.
- **Billing Cycle** the time frame between two regularly scheduled meter readings. Customer meter readings are obtained on a regular schedule, which is managed by the Company.
- **Bill Ready** when a Certified Supplier that employs the Consolidated Billing option calculates its Customer's charges and provides the Company the Customer's Certified Supplier charges to be billed.
- Certified Supplier is\_ an Electric Generation Supplier that has received final certification from the Commission pursuant to Ohio Revised Code Section ("R.C.") 4928.08 to provide Competitive Retail Electric Service and has received written notification of registration pursuant to Section V.E herein.
- **Charge** any fee or charge that is billable by the Company to a Certified Supplier under this Tariff, including any Coordination Services Charge.
- **Commission** or **The Commission** the Public Utilities Commission of Ohio.
- Company Ohio Edison Company.
- **Competitive Retail Electric Service** retail electric generation, aggregation, power marketing, and power brokerage services supplied to Customers of the Company.
- **Consolidated Billing** a billing service where the Company bills for both the Regulated Utility Charges as well as the Certified Supplier's charges, unless otherwise provided in the Company's tariff.
- **Coordinated Certified Supplier** a Certified Supplier who has appointed a Scheduling Coordinator as its designated agent for certain Coordination Services.
- **Coordination Activities** all activities related to the provision of Coordination Services.
- **Coordination Agreement** an agreement between the Company and an EGS or Certified Supplier that arranges for the provision of Coordination Services pursuant to this Tariff.
- **Coordination Obligations** all obligations identified in this Tariff relating to the provision of Coordination Services.
- Coordination Services those services that permit the interface and coordination between a Certified Supplier and the Company in connection with the delivery of Competitive Retail Electric Service to serve Customers located within the Company's service territory including, but not limited to, distribution losses. Coordination Services do not include Network Integration Transmission Service, Ancillary Services (offered under the Transmission Provider OATT), and transmission losses.

Ohio Edison Company

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

- **Coordination Services Charges** all charges stated in the Charges section of this Tariff that are billed by the Company (on behalf of itself or any FirstEnergy affiliate or subsidiary) for Coordination Services performed hereunder.
- Creditworthiness For the purpose of determining the ability of the Certified Supplier to meet its obligations related to service hereunder, the Company may require reasonable credit review procedures. This review shall be made in accordance with standard commercial practices. In addition, the Company may require the Certified Supplier to provide and maintain in effect during the term of the Coordination Agreement an unconditional and irrevocable letter of credit as security to meet its responsibilities and obligations under this Tariff, or an alternative form of security proposed by the Certified Supplier and acceptable to the Company and consistent with commercial practices established by the Uniform Commercial Code that protects the Company against the risk of non-payment and default of the Certified Suppliers.
- **Customer** any person, partnership, association, or corporation receiving Competitive Retail Electric Service from a Certified Supplier.
- **DASR (Direct Access Service Request)** an electronic form of communication that shall be exchanged between the Company and a Certified Supplier.
- **Electronic Data Interchange ("EDI")** guidelines that represent the standard electronic communication method for exchanging data between the Company and Certified Supplier.
- **Electric Generation Supplier ("EGS")** all of the entities set forth in R.C. 4928.08(A) and (B) that have not received either certification by the Commission or written notification of registration pursuant to Section V.E herein.
- **Electric Service Regulations** The Company's the Company's Electric Service Regulations in effect as approved by the Public Utilities Commission of Ohio.
- **FERC** the Federal Energy Regulatory Commission.
- **FirstEnergy ("FE")** the parent company of The Cleveland Electric Illuminating Company, Ohio Edison Company, The Toledo Edison Company, among other companies.
- **FirstEnergy ("FE") Ohio Zone** <u>Thethe</u> aggregate load zone, named "FE Ohio Zone" in PJM, represented by the combined service territories of The Cleveland Electric Illuminating Company, Ohio Edison Company, and The Toledo Edison Company.
- FirstEnergy ("FE") System Control Center ("FE-SCC") the control center for the FE Ohio Zone or its successor.
- **Generation Attribute Tracking System (GATS)** PJM-EIS System, or a successor system, used for the purposes of tracking compliance with multiple state alternative energy compliance standards.
- Interest Index an annual interest rate determined by the average of 1-Year Treasury Bills for September, October, and November of the previous year.
- Interval Meter or Advanced Meter an electricity meter which records an end-use Customer's electric usage for defined intervals (e.g., 15 minutes, half-hour, hour, etc.), allowing the possibility for consumption during different time periods to be billed at different rates and providing a means for a Customer's load pattern to be analyzed.

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

- Market Participant shall have the meaning as set forth in the Transmission Provider OATT.
- **Meter Data Coordinator** is designated the responsibility to submit aggregated kWh and kW meter data to the market to facilitate Regional Transmission Organization financial market settlements.
- **Meter Read Date** the date on which the Company schedules a meter to be read for purposes of producing a customer bill in accordance with the regularly scheduled billing cycles of the Company as the same may be modified from time to time.
- **Network Integration Transmission Service** network integration transmission service provided under the Transmission Provider OATT.
- **Network Integration Transmission Service Charge** charges specified in the Transmission Provider OATT for Network Integration Transmission Service.
- North American Energy Industry Standards Board ("NAESB", formerly known as the Gas Industry Standards Board, "GISB") Thethe Board which sets standards associated with the electronic method of communication for data transfer that allows information to be sent and received electronically using the Internet. This method must meet the following minimum criteria:
  - Security and/or encryption of transactions and customer information.
  - Proof of transmission and receipt.
  - Positive identity of sender and recipient (non-repudiation).
  - Reliability.
  - Data and file integrity.
  - Network performance and availability.
  - Recoverability and archiving of data.
- Ohio Electronic <u>Data Interchange</u> Working Group ("OEWG") Commission group developing standardized formats and methodology for exchanging information electronically.
- **Open Access Same-Time Information System ("OASIS")** shall have the meaning as set forth in the Transmission Provider OATT.
- Rate Ready when a Certified Supplier which employs Consolidated Billing provides the Company rate calculations in which the Company calculates the Customer's Certified Supplier charges to be billed.
- **Regulated Utility Charges** utility charges for noncompetitive retail electric services including, but not limited to, tariffed transmission and distribution and generation services that are under the jurisdiction of the Commission.
- **Schedule** a schedule for the delivery of energy for the benefit of retail Customers, prepared by the Certified Supplier or its designated Scheduling Coordinator and submitted to and in the format prescribed by the Transmission Provider.
- **Scheduling Coordinator** an entity that performs one or more of a Certified Supplier's Coordination Obligations.
- Standard Service Offer Supply Fullfull requirements generation product (including energy and capacity) for Customers that are not taking generation service from a Certified Supplier but rather are taking generation service from the Company.

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

**Tangible Net Worth** – total assets less intangible assets and total liability. Intangible assets include benefits such as goodwill, patents, copyrights and trademarks.

**Tariff** – Thethe Electric Generation Supplier Coordination Tariff.

**Transmission Provider** – The PJM Interconnection LLC, L.L.C. or its successor organization.

**Transmission Provider Open Access Transmission Tariff ("Transmission Provider OATT")** – the PJM OATT (or its successor which may be through a successor organization) on file with the FERC. Further, the Transmission Provider OATT references specific characteristics that differentiate the FE Ohio Zone from other load zones in the PJM.

**Value Added Network ("VAN")** – a data transfer network that allows information to be sent and received electronically using an electronic mailbox.

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#### **RULES AND REGULATIONS**

#### I. THE CERTIFIED SUPPLIER TARIFF

### A. Filing And Posting

A copy of this Tariff, which comprises the Charges, Rules and Regulations and Coordination Agreement under which the Company will provide Coordination Services to Certified Suppliers, is on file with the Commission. A copy of this Tariff is available at the <a href="Company's First Energy Corp.">Corp.</a> website, <a href="www.firstenergycorp.com">www.firstenergycorp.com</a>.

#### B. Revisions

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

# C. Application

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

## D. Rules and Regulations

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

#### E. Statement By Agents

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

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#### **RULES AND REGULATIONS**

#### II. SCOPE AND PURPOSE OF TARIFF

#### A. Scope and Purpose of Tariff

This Tariff sets forth the basic requirements for interactions and coordination between the Company and Certified Suppliers necessary for ensuring the delivery of Competitive Retail Electric Service from Certified Suppliers to their Customers.

#### B. FERC Jurisdictional Matters

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

Issued by: Charles E. Jones, Jr., President

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#### **RULES AND REGULATIONS**

#### III. COORDINATION OBLIGATIONS

#### A. Provision of Coordination Services

The Company shall provide all Coordination Services specified in this Tariff and necessary for the delivery of a Certified Supplier's Competitive Retail Electric Services to serve <u>customers</u>Customers located within the Company's certified service territory.

### B. Timeliness and Due Diligence

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

# C. Duty of Cooperation

The Company and Certified Supplier will cooperate in order to ensure delivery of Competitive Retail Electric Service to Customers as provided for by this Tariff, the Electric Service Regulations, and the Transmission Provider OATT.

#### D. State Certification

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

## E. Energy and Capacity Procurement

A Certified Supplier must make all necessary arrangements for supply and delivery of capacity and energy in a quantity sufficient to serve its own Customers. In the event the Certified Supplier fails to supply sufficient capacity and energy to serve its Customers, the Certified Supplier shall be responsible for payment for such capacity and energy as provided in Section XV of this Tariff (RTORegional Transmission Organization Settlements) and all other applicable sections of this Tariff. Appendix A of this Tariff outlines charges the Certified Supplier and the Company are responsible for, including those charges related to Energyenergy and Capacitycapacity.

#### F. Transmission Service

The Company will be responsible for the financial settlement of non-market based transmission related services charges on behalf of the Certified Supplier who is taking transmission service to serve <u>customers</u>. The Transmission Provider will shift the financial settlement from the Certified Supplier to the Company but does not relieve the Certified Supplier of any other obligations and requirements related to transmission service – either process or otherwise <u>– that</u> the Certified Supplier is responsible for under the Transmission Provider OATT. Appendix A of this Tariff outlines charges the Certified <u>SupplerSupplier</u> and the Company are responsible for including those charges related to transmission service.

#### **RULES AND REGULATIONS**

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

# A. Multiple Certified Suppliers

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

# B. Partial Competitive Retail Electric Service

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

# C. Consolidated Scheduling

Schedules may be combined to the extent allowed by the Transmission Provider OATT.

# D. Transmission Services and Obligations

- 1. A Certified Supplier is responsible for arranging, procuring and taking those services provided by the Transmission Provider that are necessary for the delivery of Competitive Retail Electric Services to its Customers pursuant to the Transmission Provider OATT and this Tariff.
- 2. The Company and the Certified Supplier are responsible for paying for certain Transmission Services, as described in Appendix A of this Tariff.
- **3.** Failure to obtain sufficient Network Integration Transmission Service and Ancillary Services will result in a suspension of the Certified <u>Supplier's Supplier's</u> registration until resumption of such services by the Certified Supplier occurs.

#### E. Energy Scheduling

A Certified Supplier must make all necessary arrangements for scheduling the delivery of energy with the Transmission Provider.

#### F. Reliability Requirements

A Certified Supplier shall satisfy those applicable reliability requirements issued by the Commission, Transmission Provider, or any other governmental agency or North American Electric Reliability Corporation (\_"NERC}") or regional reliability council or their successor who has authority over the Certified Supplier.

# G. Supply of Data

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

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#### **RULES AND REGULATIONS**

# H. Communication Requirements -

A Certified Supplier shall implement:

- **1.** A VAN and a single EDI file transfer protocol, as determined by the Company. Both data transfer methods must meet the minimum criteria of, and be endorsed by, the Company.
- 2. Internet Access. A Certified Supplier shall have appropriate software for access to the Company's secure internet site for file viewing, uploads and downloads.

### H.I. Payment Obligation

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

#### I.J. Record Retention

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

### J.K. Load Shedding and Curtailments

Customers in the Company's service territory are subject to curtailment pursuant to the Company's Electric Service Regulations. The Certified Supplier shall allow and accommodate for Customers to participate in curtailment programs offered through the Transmission Provider or by the Company. In all cases, the Certified Supplier shall accept the determination by the Transmission Provider or the Company that an emergency exists and will comply with all applicable directives. In instances where a Customer is participating in a curtailment program directly with a Certified Supplier, compliance with all applicable directives shall be addressed between the Certified Supplier and the Customer.

#### **RULES AND REGULATIONS**

#### V. SUPPLIER REGISTRATION AND PARTICIPATION REQUIREMENTS

### A. Registration Process

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

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

# B. Registration for Coordination Services

The Supplier Registration process is provided on the FirstEnergy Corp. website: Supplier Registration (firstenergycorp.com). An EGS seeking to obtain Coordination Services hereunder must deliver to the Company a completed registration, consisting of the following:

- a Coordination Agreement, fully executed in triplicate by a duly authorized representative of the EGS:
- **2.** a service agreement for Network Integration Transmission Service under the Transmission Provider OATT, fully executed in triplicate by a duly authorized representative of the EGS;
- **3.** a completed Market Participant Agreement as defined under the Transmission Provider OATT, fully executed by a duly authorized representative of the EGS;
- 4. the EGS's Ohio sales tax identification number;
- **5.4.** a copy of the EGS's certification issued by the Commission to provide Competitive Retail Electric Services to the Company's retail Customers;
- 6. a copy of the EGS's application submitted to the Commission to apply for its certificate;
- 7.5. a credit history form, available from the Company, fully completed in duplicate;
- **8.6.** for Customers that have elected the Rate Ready billing option, a copy of the Certified Supplier's rate schedule must be provided to the Company, which will seek to implement such rate schedule within two weeks, but in no event longer than 90 days of receipt. The Company reserves the right to limit the number of rates per Certified Supplier;
- 9.7. the EGS must demonstrate to the Company's Company's satisfaction that its Electronic Data Interchange ("EDI") is fully functional and capable of performing the necessary data transference functions required to supply the Company with data necessary to operate its business:
- **10.8.** a service agreement for Electronic Data Interchange Trading Partner, fully executed in triplicate by a duly authorized representative of the EGS;
- **11.9.** a completed Supplier Communications Details form (available on the Company's First Energy Corp. website);
- **12.10.** a completed W-9 Form; and including the EGS's Ohio sales tax identification number;
- 11. banking information (Bank Name, Routing Number, and Account Number) provided on Companythe EGS's company letterhead with a signature;
- **12.** a completed Request for a New User ID and Password form;
- **13.** a completed Supplemental Form;
- 14. a fully executed Non-Disclosure of Customer Information Agreement; and
- **13.**15. create a PJM Short Name.

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#### **RULES AND REGULATIONS**

# C. Incomplete Registrations

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

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#### **RULES AND REGULATIONS**

# D. Grounds for Rejecting Registration

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

- 1. the EGS has undisputed outstanding debts to the Company arising from its previous receipt of Coordination Services from the Company;
- 2. the EGS has failed to comply with payment and billing requirements specified in Section XII of this Tariff;
- 3. the Company has provided written notice to the EGS that a registration is incomplete and the EGS has failed to submit a completed registration within thirty (30) calendar days of deficiency notification:
- 4. the EGS has been rejected by the Company as not being creditworthy;
- **5.** the EGS has failed to comply with all applicable requirements of the Transmission Provider OATT for its registration to be accepted as complete:
- the EGS has failed to execute an EDI Trading Partner Agreement, and/or has not completed EDI testing for applicable transaction sets necessary for the commencement of service; or
- **7.** failure to meet requirements of Section V.B.

# E. Approval of Registration

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

#### F. Identification Numbers

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

#### G. Commencement of Coordination Services

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

#### **RULES AND REGULATIONS**

#### VI. CREDIT REQUIREMENTS

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

The Company requires an initial credit amount of \$250,000 for an EGS and shall adjust the amount required commensurate with the financial risks placed on the Company by an EGS, including required recognition of an EGS's performance. An EGS shall satisfy its creditworthiness requirement and receive an unsecured credit limit which will be a maximum of 5% of a Supplier's its Tangible Net Worth by demonstrating that it has, and maintains, investment grade senior unsecured debt credit ratings (or if unavailable, corporate issuer credit ratings) from any two of the following three rating agencies:

AGENCY	CREDIT RATING
Standard & PoorsPoor's	BBB- or higher
Moody's Investors' Services	Baa3 or higher
Fitch	BBB- or higher

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

The Company shall make reasonable alternative credit arrangements with an EGS that is unable to meet the aforementioned criteria and with those EGSs whose credit requirements exceed their allowed unsecured credit limit. The EGS may choose from any of the following credit arrangements in a format acceptable to the Company: a guarantee of payment from a parent company that meets the credit requirements for unsecured credit limit; an irrevocable Letterletter of Creditcredit; a cash deposit; or other mutually agreeable security or arrangement a surety bond. The fact that a guarantee of payment, an irrevocable Letterletter of Credit, a cash deposit, or a surety bond is provided by a party other than the Certified SupplierEGS shall not be a factor in the determination of the reasonableness of any alternative credit arrangement, as long as such party and the related credit arrangements meet the Company's standard credit requirements. The amount of the security required must be and remain commensurate with the financial risks placed on the Company by that EGS, including recognition of that EGS's performance.

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

The aforementioned credit requirements apply with the same force and effect to Certified Suppliers.

#### **RULES AND REGULATIONS**

#### VII. CUSTOMER ENROLLMENT PROCESS

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

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

The Customer information list will be updated quarterly. Once the list has been updated, a Certified Supplier shall not use a Customer information list from a prior quarter to contact Customers, but Certified Suppliers shall not be required to purchase subsequent lists.

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

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

- i) End-use Customer name;
- ii) Service address;
- iii) Service city;
- iv) Service state and zip code;
- v) Mailing address;
- vi) Mailing city;
- vii) Mailing state and zip code;
- viii) Rate schedule under which service is rendered, including class and sub-class (if applicable);
- ix) Rider indicator (if applicable);
- x) Load profile reference category;
- xi) Meter number and type (will provide information that is readily available);
- xii) Advanced Metering Infrastructure (AMI) meter indicator;
- xiii) Interval Meter data indicator (will provide information that is readily available);
- xiii)xiv) Budget bill / Percentage of Income Payment Plan (PIPP) program indicator;
- xiv)xv) Meter Read Cycle;
- <u>xv)xvi)</u> Most recent twelve (12) months of historical <u>billing consumption monthly customer energy</u> <u>usage</u> data (actual energy usage plus demand, if available);
- xvi)xvii) Current and future Peak Load Contribution (PLC) value;
- xvii)xviii) Effective date of PLC value;
- xviii)xix) Current and future Network Service Peak Load (NSPL) value;
- xix)xx) Effective date of NSPL value;
- xx)xxi) Service voltage; and
- xxi)xxii) Net metering indicator.

The Company will provide the Customer information list by either a compact disc or on a designated website. The information will be prepared and distributed in a uniform and useable format that allows for data sorting. Customers participating in the PIPP program are not eligible to take service from a Certified Supplier and therefore are not included on the Customer information list. These Customers will be coordinated exclusively through the PIPP program administered by

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the Ohio <u>Department of Development Services Agency</u> and pursuant to any orders issued by the Commission.

#### **RULES AND REGULATIONS**

# B. Certified Supplier Requests for Customer Information

Certified Suppliers may request historical Interval Meter data after receiving the appropriate Customer authorization. The Interval Meter data will be transferred in a standardized format and sent to the Certified Supplier and will include twelve months of data. The There will be no fee charged to Customers or Certified Suppliers for such data if provided via EDI, customer portal, or supplier portal. Otherwise, the Certified Supplier will be responsible for the costs incurred to prepare and send such data per the Schedule of Fees and Charges attached hereto.

# C. Direct Access Service Requests (DASRs)

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

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

All DASRs will be submitted to the Company no more than thirty (30) calendar days prior to the scheduled Meter Read Date when the Certified Supplier desires the switch to occur, unless otherwise agreed upon by the parties. The Company will process all valid DASRs and send the Customer confirmation within two business days. Simultaneous with the sending of the notice to the Customer, the Company will electronically advise the Certified Supplier of acceptance. Notice of rejection of the DASR to the Certified Supplier shall be sent in one business day, if possible, but in no event later than four (4) calendar days, and include the reasons for the rejection. The Company shall provide a rescission period as provided by the Commission's rules. If the Customer rescinds, the Company shall send a drop notice to the Certified Supplier. In the event of Customer rescission, the previous Certified Supplier will continue to serve the Customer under the same terms and conditions.

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

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

#### D. Certified Supplier Selection

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

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

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#### **RULES AND REGULATIONS**

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

If a Customer contacts the Company to discontinue electric service the Company will notify the current Certified Supplier via an EDI drop transaction of the Customer's discontinuance of service for that location.

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

Certified Supplier selection and switching by Customers shall occur in accordance with the Direct Access procedures contained in this Tariff and the Company Tarifftariff and Commission rules.

If a Customer contacts a new Certified Supplier to request a change of Certified Supplier and the new Certified Supplier agrees to serve the Customer, the Customer's new Certified Supplier shall obtain appropriate authorization from the Customer, or person authorized to act on the Customer's behalf, indicating the Customer's choice of Certified Supplier. It is the Certified Supplier's responsibility to maintain records of the Customer's authorization, in accordance with the law and Commission rules, in the event of a dispute in order to provide documented evidence of authorization to the Company or the Commission.

The Customer's new Certified Supplier shall also submit the Customer's enrollment information using the EDI 814 transaction. Upon receipt of the 814 enrollment transaction from the Certified Supplier, the Company will automatically confirm receipt of the file. Within three (3) business days of receipt of the 814 enrollment transaction, the Company will validate the records contained in the file, and will provide an 814 enrollment response.

If a Customer contacts the Company to request a change of its Certified Supplier, the Company shall notify the Customer that the selected Certified Supplier must be contacted directly by the Customer in order to initiate the change.

If a Certified Supplier wishes to obtain from the Company confidential Customer-specific information about a Customer with whom it is discussing the possibility of providing Competitive Retail Electric Service, the Company will only provide such information after receiving written Customer authorization from the requesting Certified Supplier Customer authorization that conforms to applicable Commission rules and/or orders.

If a Customer contacts the Company to request a change of Certified Supplier to the Company's Standard Service Offer Supply, the Company will process the request as follows. The Company will send the Customer a confirmation letter notifying the Customer of the right to rescind. If the Customer does not contact the Company within seven (7) days of the date on the confirmation letter, then the Company will process the request. The request will be effective as of the next scheduled Meter Read Date and the Company will become the supplier of record for delivery provided that: (1) the Company has received at least twelve (12) days prior notice from the Customer; and (2) the 7-day waiting period has expired; and (3) the Customer has not contacted the Company to rescind or dispute the switch to Default Service. Once the preceding process is complete, the Company will notify the Customer's prior Certified Supplier of the discontinuance of service to the Customer from that prior Certified Supplier. In no event shall the above process affect the continued supply of electricity to a Customer once a Customer's Competitive Retail Electric service is discontinued by a Certified Supplier.

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#### **RULES AND REGULATIONS**

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

- 1. Arrangements with Certified Supplier's Supplier's Customers Certified Suppliers shall be solely responsible for having appropriate contractual or other arrangements with their Customers necessary to implement Competitive Retail Electric Service consistent with all applicable laws, Commission requirements, Transmission Provider OATT and this Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.
- 2. Transfer of Cost Obligations Between Certified Suppliers and Customers Nothing in this Tariff is intended to prevent a Certified Supplier and a Customer from agreeing to reallocate between them any Charges that this Tariff imposes on the Certified Supplier, provided that any such agreement shall not change in any way the Certified Supplier's obligation to pay such Charges to the Company, and that any such agreement shall not confer upon the Company any right to seek recourse directly from the Certified Supplier's Customer for any charges owed to the Company by the Certified Supplier.
- 3. **Customer Obligations** Customers of a Certified Supplier remain bound by the rules and requirements of the applicable Company Tarifftariff under which they receive service from the Company.

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

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

[PLACEHOLDER FOR MINIMUM STAY LANGUAGE AS REQUIRED BY PUCO IN CASE NO. 00-2317-EL-GAG]

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#### **RULES AND REGULATIONS**

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

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

Upon request, Customers will be sentdirected to the Customer Choice section of the FirstEnergy Corp. website or be sent, via email or mail, an information package containing a summary of the program and a current list of Certified Suppliers, which will be sent to the Customer's service or mailing address.

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

The list of Certified Suppliers will be posted on a designated website. The list of Certified Suppliers will contain suppliers currently registered to enroll Customers in the Company's service territory. The list of Certified Suppliers will also designate, if available, which customer classes Certified Suppliers will be serving.

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#### IX. METERING SERVICES AND OBLIGATIONS

# A. Meter Requirements

Meter requirements are outlined in the Electric Service Regulations for each Customer.

# B. Interval Meter Charges and Installation Process

The Customer or Certified Supplier may request an Interval Meter for use at any account. The whose meter does not provide interval usage. The request to the Company for interval metering will be handled pursuant to the Company's Miscellaneous Charges in Sheet 75 of the Company's tariff ("Sheet 75"), and the Customer shall be responsible for the costs as set forth in the Miscellaneous Charges section of the Company's TariffSheet 75.

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

Customer requests to the Company for interval metering will be handled pursuant to the Company's Miscellaneous Charges in Tariff (Sheet No. 75 of the Company's Tariff).

For Customers who elect to have an Interval Meter for the requested service, service may begin using a Company load profile for settlement; consumption meter reads would continue to be used for billing. This would be the approach during the period between when the Customer has requested an Interval Meter and the time that the Company is able to install such a meter.—, service may begin using a Company load profile for settlement, and consumption meter reads would continue to be used for billing. The Customer shall provide adequate space for such Interval metering; should, and shall provide the Company with access for meter reading, meter testing, etc. as required by Commission regulations and/or the Company's Electric Service Regulations.

# C. Billing Meters

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

#### D. Meter Testing

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

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adjusted for any meter inaccuracies. Customer requests to test Company-owned meters will be handled pursuant to the Company's Electric Service Regulations and Commission regulations.

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

The Company reads meters in accordance with its Electric Service Regulations and Commission regulations. It is understood that it may not be possible in some circumstances to read a Customer's meter in a particular month. In such case, the Company shall estimate the meter reading in accordance with its standard procedures and Electric Service Regulations, and such estimate shall constitute the meter reading for the month.

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

Meters will be read and billed on a predetermined meter reading schedule and in accordance with its Electric Service Regulations and Commission regulations. The Company uses 21 billing cycles per revenue month. Each business day1 one of the cycles will be read until all 21 cycles have been read and the month is considered complete for reporting and revenue purposes. Meter reading intervals will be performed on the Company's existing schedules and will cover approximately 30 days, but may vary between 27 to 35 days. The Company may change its meter reading schedules at its discretion. If a Certified Supplier requires or requests more consumption data than is normally provided by the monthly meter reading, the additional information will be obtained provided that appropriate metering is installed by the Company and that any incremental costs are paid by the Certified Supplier.

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

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

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

Filed pursuant to OrdersOrder dated May 19, 2011 and March 31, 2016[DATE] in Case Nos. 09-788-EL-ATA

<sup>1 &</sup>quot;Business days" for purposes of billing cycles shall include all days in a calendar year except: Saturdays and Sundays and Company observed holidays.

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#### **RULES AND REGULATIONS**

#### X. BILLING SERVICES AND OBLIGATIONS

# A. Customer Billing by the Company

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

# B. Company Billing for Certified Supplier

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

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

In situations where the Certified Supplier elects to bill the customer directly using the Company's billing system, the Certified Supplier will deliver to the Company needed data to conduct this billing option. Under this billing option, the Certified Supplier shall provide all necessary data in its possession for the timely generation of bills. A failure of the Certified Supplier to provide necessary data to the Company in a timely fashion may delay production of a bill for the month to which the data pertains. In such instances, the Certified Supplier is responsible for all fines, penalties and all other liabilities and losses, if any, arising as a consequence of the Company's inability to render a timely bill.

# C. Billing Files

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

# D. Certified Supplier Logos

As set forth in the Commission Order in Case No. 12-3151-EL-COI, if a Certified Supplier has requested the Company to act as the Certified Supplier's billing agent and issue a consolidated bill, the Company must allow for the inclusion of Certified Supplier logos on the bill. Certified Suppliers electing to have the Company include their logo on the Company issued consolidated bill shall comply with the applicable process and procedures as provided on the Company FirstEnergy Corp. website.

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#### **RULES AND REGULATIONS**

# XI. CUSTOMER PAYMENT PROCESSING AND COLLECTIONS FOR CONSOLIDATED BILLING

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

Where the Company acts as the billing agent for the Certified Supplier, the Company shall reimburse the Certified Supplier for all energy charges, sales taxes, and other charges collected on behalf of the Certified Supplier on the next business day following receipt of the customer's payment, when possible, but at least every two weeks. Late fees collected from the Certified Supplier's customers shall be provided to the Company as compensation for the billing and collection services and other costs incurred with the implementation and maintenance of the Stipulation and Recommendation in Case No.- 02-1944-EL-CSS approved by the Commission by Order and Opinion effective August 6, 2003 and Commission regulations. The Certified Supplier assumes all risks of non-payment by a Customer and the Company is obligated to remit to the Certified Supplier only the difference between (a) amounts received from Customers taking service from the Certified Supplier and (b) any amounts owed to the Company by or with respect to such Customer, consistent with the application of payment procedures set forth in Section XI.B below.

# B. Application of Payment

The Company will conduct all remittance processing of current customer charges. In the event that a Customer remits a partial payment of a bill, the remittance will be applied against the various amounts that may be due and owing to the Company and the Certified Supplier, in the order set forth in the Stipulation and Recommendation at Case No. 02-1944-EL-CSS.Commission regulations. The payment hierarchy is available on the CompanyFirstEnergy Corp. website. Any amount remitted by a Customer in excess of the total due and owing the Company will be held in the Customer's account with the Company for distribution in the following billing cycle(s) or, at the Customer's request, will be refunded to the Customer. In the event that any Customer checks are returned dishonored by a bank, the corresponding debits will be applied in inverse order to the order set forth above for the application of remittances. The Company will correct any misapplied payments or transactions. The Company will also provide the Certified Supplier an electronic file consisting of Customer payments and any returned checks and/or Customer adjustments. The monthly billing statement and invoice rendered by the Company to the Certified Supplier, as described in Section XII.B below, will include charges to be paid by the Certified Supplier for costs associated with this electronic funds transfer, as set forth in the Schedule of Fees and Charges.

# C. Certified Supplier Billing Data

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

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

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

#### **RULES AND REGULATIONS**

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

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

If the Certified Supplier defaults and the Company is performing Consolidated Billing of Customers or providing other services on behalf of -the Certified Supplier, the Company reserves the right to retain the payments collected from the Customers and apply the payments to the <a href="Company's Company's Company's

# B. Certified Supplier Payment of Obligations to the Company

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

- 1. Billing Procedure Each month, the Company shall submit an invoice to the Certified Supplier for all Coordination Service Charges provided under this Tariff. The invoice may be transmitted to the Certified Supplier by any reasonable method requested by the Certified Supplier. A Certified Supplier shall make payment for Charges incurred on or before the due date shown on the bill. The due date shall be determined by the Company and shall not be less than three (3) banking days from the date of transmittal of the bill.
- 2. Manner of Payment The Certified Supplier shall make payments of funds payable to the Company by wire transfer to a bank designated in Section XII.B.3. The Company may require that a Certified Supplier that is not Creditworthy tender payment by means of a certified, cashier's, teller's, or bank check, or by wire transfer, or other immediately available funds. If disputes arise regarding a Certified Supplier bill, the Certified Supplier must pay the undisputed portion of disputed bills under investigation.
- 3. Wire Transfer Payment to the Company by the Certified Supplier must be made by electronic wire transfer or such other means as will cause payment to be available for the use of the Company on the due date. All payments shall be wire transferred to the bank designated by the Company.
- 4. Late Fee for Unpaid Balances If payment is made to the Company after the due date shown on the bill, a late fee will be added to the unpaid balance until the entire bill is paid. This late fee will be 1 1/2% per month on the unpaid balance.
- 5. Certified Supplier's Failure To Pay In the event the Certified Supplier fails, for any reason other than a billing dispute as described below, to make payment to the Company on or before the due date as described above, and such failure of payment is not corrected within five (5) business days after the Company notifies the Certified Supplier to cure such failure, a breach by the Certified Supplier shall be deemed to exist. In the event of a billing dispute between the Company and the Certified Supplier, the Company will continue to provide service pursuant to the Coordination Agreement and this Tariff as long as the Certified Supplier continues to make all payments not in dispute.
- **6. Certified Supplier Offset** In the event a Certified Supplier is deemed to be delinquent under XII.B.5, the Company, may, at its sole discretion, reduce the reimbursement to the Certified Supplier for amounts collected by the Company by the amount owed to the Company.

#### **RULES AND REGULATIONS**

# C. Billing for Certified Supplier Obligations to Other Parties

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

# D. Guarantee of Payments

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

### E. Amount of Deposits

The deposit shall be equal to the value of Coordination Services Charges the Company projects the Certified Supplier will incur during the next three (3) billing periods based on that Certified Supplier's Supplier's forecasted load obligation.

# F. Return of Deposits

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

# G. Interest on Deposits

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

#### H. Increases to Required Amounts

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

#### H.I. Credit Information

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

#### **RULES AND REGULATIONS**

#### XIII. LOAD PROFILING AND FORECASTING

### A. Customer Load Forecasting

The Certified Supplier is responsible for developing an aggregated load forecast for its Customer's Customers' load to satisfy obligations required by this Tariff, and the Transmission Provider OATT.

# B. Company Provided Customer Data

- 1. Monthly Metered Customer Data The Company shall make available to the Certified Supplier hourly load profiles, transmission and distribution losses and rate class of the Company's retail customers that do not have interval metering. The Company at its discretion may update, add, or modify the load profiles for any or all customer rate classes during the term of this Tariff on a prospective basis.
- 2. **Hourly Metered Customer Data** The Certified Supplier shall forecast its Customers' load for hourly metered Customers, adjusted for the inclusion of losses.

#### C. Distribution Real Power Losses

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

Service Voltage Level	Cumulative Loss Factor
138 kV	Loss Factor in the Transmission Provider OATT for ATSI facilities 138kV and above
69 kV	Loss Factor in the Transmission Provider OATT for ATSI facilities 138kV and 69kv —("_("Transmission Factor")")
23 kV to < 69 kV	Transmission Factor + .1%
2.4 kV to < 23 kV	Transmission Factor + 3.0%
2.4 kV	Transmission Factor + 6.7%

The Company reserves the right to file to revise these factors from time to time to reflect changes in system line losses. The Company will make a good faith effort to advise Certified Suppliers of any change in these loss factors more than thirty (30) days in advance of a change when warranted.

#### D. Transmission Real Power Losses

Transmission losses for the purposes of reserving transmission service under the Transmission Provider OATT are referenced in the Transmission Provider OATT.

### E. Adequacy of Load Profiles

A Certified Supplier's remedies for any perceived deficiency in the Company's load profiles for monthly metered Customers shall be limited to arranging, at its own expense, for the installation, pursuant to Commission rules and procedures and Company tariffs, of Interval Meter equipment at the <a href="Customer's Customer's Premises">Customer's Premises</a> in order to permit the Customer to be forecasted, billed and reconciled as an hourly metered Customer.

Attachment EBS-1

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Nothing in this Tariff precludes a Certified Supplier from using its own load profiles at anytime, although the Company will use its own load profiles to determine the energy imbalances at the end of each billing month.

Issued by: Charles E. Jones, Jr., President

Attachment EBS-1

Effective: June 1, 2011/2024

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#### **RULES AND REGULATIONS**

# XIV. ENERGY SCHEDULES AND USE OF SCHEDULING COORDINATORS

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

Filed pursuant to Order dated May 19, 2011, [DATE] in Case No. 09-78823-301-EL-ATASSO, before

The Public Utilities Commission of Ohio

#### **RULES AND REGULATIONS**

# XV. RTOREGIONAL TRANSMISSION ORGANIZATION SETTLEMENTS

# A. Agreement

The Certified Supplier agrees that settlements will be provided under the rates, terms and conditions of the Transmission Provider OATT and the applicable business practice manuals.

# B. Billing

The Transmission Provider shall render bills to Certified Suppliers exclusively for services procured to serve retail customers except as otherwise noted in Appendix A.

### C. Consent for Settlement, Resettlement, or Reconciliation

If PJM policies require the Company to obtain consent from the Certified Supplier for initiation of a PJM settlement process, the execution of the Supplier Coordination Agreement shall be deemed as affirmative consent by the Certified Supplier for the settlement or resettlement or reconciliation; and if PJM requires any additional indicia of consent, the Certified Supplier shall provide affirmative consent within ten (10) calendar days of the Company's request.

#### C.D. Metered Data Collection

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

- 1. **Monthly Metered Customers** Data from monthly metered Customers is collected corresponding to Customers' billing cycles. To reconcile energy mismatches on an hourly basis, the Company shall convert such meter data for Customers to equivalent hourly usage using the appropriate class load profile. Load profiles may be used at <a href="the-generation level">the-generation level</a> for the inclusion of losses to derive an hour-by-hour usage.
- 2. Interval Metered Customers Data from interval metered Customers will be collected by the Company—on a monthly basis. \_\_ To reconcile energy mismatches on an hourly basis, where estimates may have initially been used in the RTO settlement process, the Company will use the actual time interval data. \_measured energy values once available. The actual interval metered energy consumption will be used at the generation level for the inclusion of losses.
- **3.** Calculation of Load Load shall be calculated by the Company according to the Company's Supplier Energy Obligation Manual available on the Company's First Energy Corp. website.

# **D.E.** Transmission Provider Volume Settlements

On a calendar month basis, monthly metered Customers' actual usage and hourly metered Customers' actual usage shall be aggregated by the Company to arrive at the total hourly aggregated load for each Certified Supplier and submitted to the Transmission Provider in accordance with the Transmission Provider OATT and applicable business practice manuals.

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# **E**.F. Unaccounted For Energy

Unaccounted for Energy ("UFE") will be determined by comparing the aggregate load of all Certified Suppliers and the Company at the generation level including losses to the FE Ohio Zone load less non retail load for each respective hour. The difference will then be allocated to Customers' load and subsequently to the Certified Supplier based on a ratio of each Certified Supplier's load to the total load of the Certified Suppliers and the Company on an hourly basis. The Company may update the method of allocation of Unaccounted For Energy (UFE) as more detailed data becomes available. The difference, or UFE, shall be assigned directly to the Company.

#### F.G. Meter Data Coordinator

- 1. The Company shall upload required, aggregated customer meter data information on behalf of Certified Suppliers to the Transmission Provider including but not limited to real time hourly energy kWh data, capacity daily load share data and transmission daily load share data for use with financial settlement purposes as required by the Transmission Provider under the Transmission Provider's OATT.
- 2. If requested, the Company will develop load data information, where available, for use by Certified Suppliers where a requirement exists to show compliance with the statutorily mandated alternative energy portfolio standards.

Certified Suppliers supplying retail load in the Company's service territory shall cooperate with the Company to ensure compliance with the applicable requirements under Ohio Revised Code Section 4928.64. A Certified Supplier may allow the Company to calculate a Certified Supplier's baseline and may permit the Company to upload to GATS on the Certified Supplier's behalf the baseline value.

# G.H. PJM Capacity And Transmission Load Share Data

The Company will develop and create capacity and transmission load share data in accordance with Transmission Provider deadlines and practices utilizing procedures outlined in the Supplier Capacity Manual available on the <a href="Company's First Energy Corp.">Corp.</a> website. The Company will appropriately scale and submit each Certified Supplier's capacity and transmission load share data in accordance with Transmission Provider deadlines and practices as described in this Manual.

Attachment EBS-1

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#### **RULES AND REGULATIONS**

# XVI. ALTERNATIVE ENERGY PORTFOLIO STANDARDS

The Certified Supplier is responsible for all aspects of any Alternative Energy Portfolio Standards imposed upon it by law, rule or order and further for any responsibilities imposed by the Commission for meeting the Alternative Energy Portfolio Standards.

Filed pursuant to Order dated May 19, 2011, [DATE] in Case No. 09-78823-301-EL-ATA, SSO before

The Public Utilities Commission of Ohio

Issued by: Charles E. Jones, Jr., President

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# **RULES AND REGULATIONS**

# XVII. SCHEDULING COORDINATORS

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

All Scheduling Coordinators must follow the Transmission Provider's procedures.

Issued by: Charles E. Jones, Jr., President

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#### XVIII. CONFIDENTIALITY OF INFORMATION

# A. Generally

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

#### B. Customer Information

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

Filed pursuant to Order dated May 19, 2011, [DATE] in Case No. 09-78823-301-EL-ATASSO, before

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

# A. Notice of Withdrawal to the Company

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

#### B. Notice to Customers

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

# C. Costs for Noncompliance

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

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

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

- 1. **Notice of Discontinuance to the Company** A Certified Supplier shall provide electronic notice to the Company in a form specified by the Company of all intended discontinuance of service to Customers in a manner consistent with applicable Commission requirements.
- 2. Notice to Customers A Certified Supplier shall provide advance notice to any Customer it intends to stop serving of such intended discontinuance in a manner consistent with any applicable Commission requirements.
- **3. Effective Date of Discontinuance** Any discontinuance will be effective only on a Meter Read Date and in accordance with the Certified Supplier switching rules in this Tariff and the Electric Service Regulations.

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#### XX. LIABILITY

### A. General Limitation on Liability

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

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

The Company does not guarantee continuous, regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the <a href="Company's Company's Control">Company's Company's Company's Control</a>. The Company shall not be liable for any loss, cost, damage or expense sustained by reason of damage to or destruction of any property, including the loss of use thereof, arising out of, or in any manner connected with, interruptions in service, variations in service characteristics, high or low voltage, phase failure, phase reversal and the use of electrical appliances.

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

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

#### D. Commission Approval of Above Tariff Language

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

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#### **RULES AND REGULATIONS**

#### XXI. DEFAULT, SUSPENSION, AND TERMINATION OF A CERTIFIED SUPPLIER

#### A. Events of Breach

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

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

#### B. Rights Upon Breach

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

#### C. Rights, Remedies, or Powers

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

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#### D. Termination of Coordination Agreement

A Coordination Agreement will or may be terminated as follows:

- 1. Voluntary Withdrawal of the Certified Supplier from Retail Service In the event the Certified Supplier voluntarily ceases to participate in or otherwise withdraws the provision of Competitive Retail Electric Services to Customers in the Company's Service Territory, the Coordination Agreement between the Certified Supplier and the Company shall terminate thirty (30) days following the date on which the Certified Supplier has no more active Customers.
- 2. The Company's Termination Rights Upon an Event of Violation Breach or Default by Certified Supplier — Notwithstanding any other provision of this Tariff or the Coordination Agreement, in the eventwhere there is an Event of aBreach or default, the Company shall serve written notice of such breach or default in reasonable detail and with a proposed remedy to the Certified Supplier and the Commission. On, or after, the date the default notice has been served, the Company may file with the Commission a written request for authorization to terminate or suspend the Coordination Agreement. Except for breach or default due to non-delivery, if the Commission does not act within ten business days upon receipt of the request, the Company's Company's request to terminate or suspend shall be deemed authorized on the 11th (eleventh) business day. If the breach or default is due to non-delivery, and if the Commission does not act within five business days upon receipt of the request, the Company's Company's request to terminate or suspend shall be deemed authorized on the 6th (sixth) business day. Terminations or suspensions shall require authorization from the Commission. The Company shall send notices pursuant to this section by e-mail, fax,email, overnight mail, or hand delivery to the Commission and staff at the Commission's Commission's offices. The Company shall notify all Commissioners, the Chief of Staff, the Director of the Consumer Services Service Monitoring and Enforcement Department, the Director of the Utilities Rates and Analysis Department, the Director of the Legal Department, and the Chief of the Attorney General's General's Public Utilities section. The Company shall send the notice to the address and email address or fax number provided by the Certified Supplier in its Coordination Agreement.

#### E. Effect of Termination of Coordination Agreement

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

#### F. Survival of Obligations

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

Attachment EBS-1

Effective: June 1, 2011/2024

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#### **RULES AND REGULATIONS**

### XXII. ALTERNATIVE DISPUTE RESOLUTION

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

Filed pursuant to Order dated May 19, 2011, [DATE], in Case No. 09-78823-301-EL-ATASSO, before

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#### **RULES AND REGULATIONS**

#### XXIII. MISCELLANEOUS

#### A. Notices

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

#### B. No Prejudice of Rights

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

#### C. Assignment

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

#### D. Governing Law

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

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

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#### TECHNICAL SUPPORT AND ASSISTANCE CHARGE

#### **AVAILABILITY / APPLICABILITY**

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

Explanation of the Company's communications related to information posted to the VAN site;

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

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

#### **TABLE OF CHARGES**

Per hour \$53 / hr

#### **CONDITIONS**

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

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

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#### SCHEDULE OF FEES AND CHARGES

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

- 1. **Interval Meter Reading** For hourly or sub-hourly meter reading information in excess of that provided elsewhere in this Tariff, retrieving and processing data from hourly or sub-hourly meters \$14.50 per Meter per read, per month.
- 2. Certified Supplier Selection \$5.00 per Customer processing fee will be charged to the Certified Supplier for each customer selecting or switching to the Certified Supplier except that the \$5.00 processing fee will not be assessed with respect to any customer accounts associated with a governmental aggregation unless otherwise ruled by the Commission or a court of law.
- 3. Unscheduled Meter Read \$25.00 per meter read.
- 4. Historical Customer Usage Data The Company requires Customer authorization for providing historical customer usage data over and above data normally provided for billing purposes. For historical customer usage data in excess of what is provided elsewhere in this Tariff the charges will be: Up to Twelve (12) months of monthly kW and/or kWh data \$5.00 per account per request. One (1) month of Hourly Load Data (where available) \$37.50 per account per request. Twelve (12) months of Hourly Load Data (where available) \$150 per account per request.

#### B. Future Fee and Charge Adjustments.

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

Filed pursuant to Order dated  $\frac{\text{May }19, 2011, \underline{\text{IDATE]}}}{\text{In Case No. }}$  in Case No.  $\frac{09-788}{23-301}$ -EL-ATASSO, before

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Effective: June 1, 20112024

#### COORDINATION AGREEMENT

1.0	This Coordination Agreement ("Agreement"), dated as of	
	is entered into, by and between OHIO EDISON COMPANY (the "Company") and	
		(Certified Electric
	Generation Supplier or "Certified Supplier").	

- 2.0 The Company agrees to supply, and the Certified Supplier agrees to have the Company supply, all "Coordination Services" specified in the Electric Generation Supplier Coordination Tariff. Both Parties agree that such services are necessary to coordinate the delivery of Competitive Retail Electric Services to Customers located within the Company's service territory.
- 3.0 Representations and Warranties.
  - (a) The Certified Supplier hereby represents, warrants and covenants as follows:
    - (i) The Certified Supplier is in compliance, and will continue to comply, with all obligations, rules and regulations, as established and interpreted by the Transmission Provider Open Access Transmission Tariff ("OATT") including applicable FERC orders, that are applicable to the Certified Supplier's serving Customers located in the FE Ohio Zone; and
    - (ii) The Certified Supplier is certified by the Commission to provide Competitive Retail Electric Service to Customers in Ohio and has and will continue to satisfy all other Commission requirements applicable to Certified Suppliers including compliance with the terms and conditions of the Electric Generation Supplier Coordination Tariff.
  - (b) The Company and the Certified Supplier, individually referred to hereafter as the "Party," each represents, warrants and covenants as follows:
    - (i) Each Party's performance of its obligations hereunder has been duly authorized by all necessary action on the part of the Party and does not and will not conflict with or result in a breach of the Party's charter documents or bylaws or any indenture, mortgage, other agreement or instrument, or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which the Party is a party or by which the Party or any of its properties is bound or subject.
    - (ii) This Coordination Agreement is a valid and binding obligation of the Party, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect that affect creditors' rights generally or by general principles of equity.
- 4.0 The Certified Supplier shall provide notice to the Company via facsimile, with a copy delivered pursuant to overnight mail, at such time that the Certified Supplier learns that any of the representations, warranties, or covenants in Section 3.0 of this Coordination Agreement have been violated.
- **5.0** As consideration for Coordination Services provided by the Company, the Certified Supplier shall pay the Company those Coordination Services Charges billed to the Certified Supplier in accordance with the terms and conditions of the Electric Generation Supplier Coordination Tariff.
- **6.0** Coordination Services between the Company and the Certified Supplier will commence on

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**7.0** Any notice or request made to or by either Party regarding this Coordination Agreement shall be made to the representative of the other Party as indicated below.

To: Ohio Edison Company	To: the Certified Supplier
Competitive Energy Supplier Contracts Administrator	
Ohio Edison Company	
76 South Main Street	
Akron, Ohio 44308	
Telephone:	
Facsimile:	

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

Issued by: Charles E. Jones, Jr., President

Effective: June 1, 2011/2024

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**IN WITNESS WHEREOF**, and intending to be legally bound thereby, OHIO EDISON COMPANY and the Certified Supplier identified above have caused this Coordination Agreement to be executed by their respective authorized officials.

Ohic	Edison Company (Company)		(Certified Supplier Company Name)				
Ву:	(Signature)		(Signature)				
-	(Print or Type Name)		(Print or Type Name)				
-	(Title)	(Date)	(Title)	(Date)			

Attachment EBS-1

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#### SCHEDULING COORDINATOR DESIGNATION FORM

All Scheduling Coordinators must follow the required scheduling procedures of the Transmission Provider.

Filed pursuant to Order dated May 19, 2011, [DATE], in Case No. 09-78823-301-EL-ATASSO, before

The Public Utilities Commission of Ohio

Issued by: Charles E. Jones, Jr., President Effective: June 1, 20112024

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	PJM Billing Statement Line Items (as of July 7, 2014)							
ID#	Poen	CHARGES		Resp.	CREDITS			
	Resp.		1D #	nesp.	CREDITS			
1000	CRES	Amount Due for Interest on Past Due Charges						
1100	Company	Network Integration Transmission Service	2100	Company	Network Integration Transmission Service			
1101	Company	Network Integration Transmission Service (ATSI Low Voltage)	2101	Company	Network Integration Transmission Service (ATSI Low Voltage)			
1104	Company	Network Integration Transmission Service Offset	2104	Company	Network Integration Transmission Service Offset			
			2106	CRES	Non-Zone Network Integration Transmission Service			
1108	Company	Transmission Enhancement	2108	Company	Transmission Enhancement			
1109	Company	MTEP Project Cost Recovery	2109	Company	MTEP Project Cost Recovery			
1110	CRES	Direct Assignment Facilities	2110	CRES	Direct Assignment Facilities			
1120	CRES	Other Supporting Facilities	2120	CRES	Other Supporting Facilities			
1130	CRES	Firm Point-to-Point Transmission Service	2130	CRES	Firm Point-to-Point Transmission Service			
			2132	CRES	Internal Firm Point-to-Point Transmission Service			
1133	CRES	Firm Point-to-Point Transmission Service Resale	2133	CRES	Firm Point-to-Point Transmission Service Resale			
1135	CRES	Neptune Voluntary Released Transmission Service (Firm)	2135	CRES	Neptune Voluntary Released Transmission Service (Firm)			
1138	CRES	Linden Voluntary Released Transmission Service (Firm)	2138	CRES	Linden Voluntary Released Transmission Service (Firm)			
1140	CRES	Non-Firm Point-to-Point Transmission Service	2140	CRES	Non-Firm Point-to-Point Transmission Service			
			2142	CRES	Internal Ivon-Firm Point-to-Point Transmission Service			
1143	CRES	Non-Firm Point-to-Point Transmission Service Resale	2143	CRES	Non-Firm Point-to-Point Transmission Service Resale			
1145	CRES	Neptune Voluntary Released Transmission Service (Non-Firm)	2145	CRES	Neptune Voluntary Released Transmission Service (Non-Firm)			
1146	CRES	Neptune Default Released Transmission Service (Non-Firm)	2146	CRES	Neptune Default Released Transmission Service (Non-Firm)			
1147	CRES	Neptune Unscheduled Usage Billing Allocation						
1155	CRES	Linden Voluntary Released Transmission Service (Non-Firm)	2155	CRES	Linden Voluntary Released Transmission Service (Non-Firm)			
1156	CRES	Linden Default Released Transmission Service (Non-Firm)	2156	CRES	Linden Default Released Transmission Service (Non-Firm)			
1157	CRES	Linden Unscheduled Usage Billing Allocation						
1200	CRES	Day-ahead Spot Market Energy						
1205	CRES	Balancing Spot Market Energy						
1210	CRES	Day-ahead Transmission Congestion	2210	CRES	Transmission Congestion			
1215	CRES	Balancing Transmission Congestion	2247	CDEC	Diaming David Evene Courter			
1218	Company	Planning Period Congestion Uplift	2217 2218	CRES Company	Planning Period Excess Congestion Planning Period Congestion Uplift			
1218	Company	Day-ahead Transmission Losses	2220	Company	Transmission Losses			
1225	CRES	Balancing Transmission Losses	2220	OILO	1141101111031011 100300			
1230	CRES	Inadvertent Interchange						
1240	CRES	Day-ahead Economic Load Response	2240	CRES	Day-ahead Economic Load Response			
1241	CRES	Real-time Economic Load Response	2241	CRES	Real-time Economic Load Response			

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		PJM Billing Statement Line	e Ite	ms (as	of July 7, 2014)
ID#	Resp.	CHARGES		Resp.	CREDITS
1242	CRES	Day-Ahead Load Response Charge Allocation			
1243	CRES	Real-Time Load Response Charge Allocation			
1245	CRES	Emergency Load Response	2245	CRES	Emergency Load Response
1250	Company	Meter Error Correction			
1260	Company	Emergency Energy	2260	Company	Emergency Energy
1200	Company		2200	Company	Emergency Emergy
1301	CRES	PJM Scheduling, System Control and Dispatch Service - Control Area Administration			
1302	CRES	PJM Scheduling, System Control and Dispatch Service - FTR Administration			
1303	CRES	PJM Scheduling, System Control and Dispatch Service - Market Support			
1304	CRES	PJM Scheduling, System Control and Dispatch Service - Regulation Market Administration			
1305	CRES	PJM Scheduling, System Control and Dispatch Service - Capacity Resource/Obligation Mgmt.			
1306	CRES	PJM Scheduling, System Control and Dispatch Service - Advanced Second Control Center			
1307	CRES	PJM Scheduling, System Control and Dispatch Service - Market Support Offset			
1308	CRES	PJM Scheduling, System Control and Dispatch Service Refund - Control Area Administration			
1309	CRES	PJM Scheduling, System Control and Dispatch Service Refund - FTR Administration			
1310	CRES	PJM Scheduling, System Control and Dispatch Service Refund - Market Support			
		Pulvi Scheduling, System Control and Dispatch			
1311	CRES	Service Refund - Regulation Market Administration			
1312	CRES	PJM Scheduling, System Control and Dispatch Service Refund - Capacity Resource/Obligation Mgmt.			
1313	CRES	PJM Settlement, Inc.			
1314	CRES	Market Monitoring Unit (MMU) Funding			
1315	CRES	FERC Annual Charge Recovery			
1316	CRES	Organization of PJM States, Inc. (OPSI) Funding			
1317	CRES	North American Electric Reliability Corporation (NERC)			
1318	CRES	Reliability First Corporation (RFC)			
1320	Company	Transmission Owner Scheduling, System Control and Dispatch Service	2320	Company	Transmission Owner Scheduling, System Control and Dispatch Service
1330	Company	Reactive Supply and Voltage Control from Generation and Other Sources Service	2330	Company	Reactive Supply and Voltage Control from Generation and Other Sources Service
1340	CRES	Regulation and Frequency Response Service	2340	CRES	Regulation and Frequency Response Service
1350	CRES	Energy Imbalance Service	2350	CRES	Energy Imbalance Service
1360	CRES	Synchronized Reserve	2360	CRES	Synchronized Reserve
	CRES	Non-Synchronized Reserve	2362	CRES	Non-Synchronized Reserve
1362		Day ahaad Cahadulian Dasama	2365	CRES	Day-ahead Scheduling Reserve
1362 1365	CRES	Day-ahead Scheduling Reserve			
	CRES CRES	Day-ahead Screedling Reserve  Day-ahead Operating Reserve	2370	CRES	Day-ahead Operating Reserve
1365				CRES CRES	Day-ahead Operating Reserve  Day-ahead Operating Reserve for Load Response
1365 1370	CRES	Day-ahead Operating Reserve	2370		•

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10.5   Resp. CHARGES		PJM Billing Statement Line Items (as of July 7, 2014)							
1378 Company Reactive Services 2378 Company Reactive Services 1380 CRES Black Start Service 2380	ID#	Resp.	CHARGES	ID#	Resp.	CREDITS			
1380   CRES   Black Start Service   2380   CRES   Black Start Service   1400   CRES   Load Reconciliation for Spot Market Energy   1410   CRES   Load Reconciliation for Transmission Cospesition   1420   CRES   Load Reconciliation for Transmission Losses   2420   CRES   Load Reconciliation for Information For Puls Schoduling, System   Control and Dispatch Service Related   CRES   Control and Dispatch Service Related   Control Related   Con	1377	CRES	Synchronous Condensing	2377	CRES	Synchronous Condensing			
1400   CRES   Load Reconciliation for Spot Market Energy	1378	Company	Reactive Services	2378	Company	Reactive Services			
1410   CRES   Load Reconciliation for Transmission Congestion     1420   CRES   Load Reconciliation for Transmission Losses     1430   CRES   Load Reconciliation for Inadvertent Interchange     1440   CRES   Load Reconciliation for Inadvertent Interchange     1441   CRES   Load Reconciliation for PJM Scheduling, System     1442   CRES   Load Reconciliation for PJM Scheduling, System     1443   CRES   Load Reconciliation for PJM Scheduling, System     1444   CRES   Load Reconciliation for Market Monitoring Unit (MMU) Funding     1445   CRES   Load Reconciliation for Market Monitoring Unit (MMU) Funding     1446   CRES   Load Reconciliation for Organization of PJM     1447   CRES   Load Reconciliation for Organization of PJM     1448   CRES   Load Reconciliation for North American Electric     1449   Reliability Corporation (NERC)     1440   CRES   Load Reconciliation for North American Electric     1441   Reliability Comparation (NERC)     1442   CRES   Load Reconciliation for Regulation and Frequency     1444   CRES   Load Reconciliation for Regulation and Frequency     1445   CRES   Load Reconciliation for Regulation and Frequency     1446   CRES   Load Reconciliation for North American Electric     1447   CRES   Load Reconciliation for Synchronized Reserve     1448   CRES   Load Reconciliation for Non-Synchronized Reserve     1450   CRES   Load Reconciliation for Non-Synchronized Reserve     1471   CRES   Load Reconciliation for Non-Synchronized Reserve     1472   CRES   Load Reconciliation for Balancing Operating     1473   CRES   Load Reconciliation for Reactive Services     1474   CRES   Load Reconciliation for Reactive Services     1475   CRES   Load Reconciliation for Reactive Services     1476   CRES   Load Reconciliation for Reactive Services     1477   CRES   Load Reconciliation for Reactive Services     1478   CRES   Load Reconciliation for Reactive Services     1479   CRES   Load Reconciliation for Reactive Services     1470   CRES   Load Reconciliation for Search Services     1471   CRES   Load R	1380	CRES	Black Start Service	2380	CRES	Black Start Service			
1420 CRES Load Reconciliation for Transmission Losses 1430 CRES Load Reconciliation for Imadevirent Interchange 1440 CRES Load Reconciliation for PJM Scheduling, System Control and Dispatch Service 1441 CRES Load Reconciliation for PJM Scheduling, System Control and Dispatch Service 1441 CRES Load Reconciliation for PJM Scheduling, System Control and Dispatch Service 1442 CRES Load Reconciliation for Reduction Service 1443 CRES Load Reconciliation for Reduction Service 1444 CRES Load Reconciliation for Reduction Service 1444 CRES Load Reconciliation for Granization of PJM States, Inc. (OPSI) Funding 1445 CRES Load Reconciliation for Reduction Service 1446 CRES Load Reconciliation for Reduction Service 1447 CRES Load Reconciliation for Reduction Service 1448 CRES Load Reconciliation for Reduction Service 1449 CRES Load Reconciliation for Reduction Service 1450 Company Load Reconciliation for Reduction Service 1460 CRES Load Reconciliation for Regulation and Frequency 1460 CRES Load Reconciliation for Regulation and Frequency 1470 CRES Load Reconciliation for Synchronized Reserve 1470 CRES Load Reconciliation for Non-Synchronized Reserve 1471 CRES Load Reconciliation for Non-Synchronized Reserve 1472 CRES Load Reconciliation for Non-Synchronized Reserve 1473 CRES Load Reconciliation for Non-Synchronized Reserve 1474 CRES Load Reconciliation for Non-Synchronized Reserve 1475 CRES Load Reconciliation for Reactive Services 1476 CRES Load Reconciliation for Reactive Services 1477 CRES Load Reconciliation for Reactive Services 1478 CRES Load Reconciliation for Reactive Services 1479 CRES Load Reconciliation for Synchronized Reserve 1470 CRES Load Reconciliation for Synchronized Reserve 1471 CRES Load Reconciliation for Synchronized Reserve 1472 CRES Load Reconciliation for Reactive Services 1473 CRES Load Reconciliation for Reactive Services 1474 CRES Load Reconciliation for Synchronized Reserve 1475 CRES Load Reconciliation for Reactive Services 1476 CRES Intermediation Services 1477 CRES Load Reconciliation for Reac	1400	CRES	Load Reconciliation for Spot Market Energy						
1440 CRES   Load Reconciliation for Inadvertent Interchange	1410	CRES	Load Reconciliation for Transmission Congestion						
1440 CRES Load Reconciliation for PJM Scheduling, System Control and Dispatch Service Control and Dispatch Service Control and Dispatch Service Refund Control and Dispatch Service Refund Control and Dispatch Service Refund Load Reconciliation for Scheduling Advanced Second Control Center Load Reconciliation for Market Monitoring Unit (MMU) Funding Load Reconciliation for Market Monitoring Unit (MMU) Funding Load Reconciliation for FERC Annual Charge Recovery Load Reconciliation for Organization of PJM States, Inc. (DPSI) Funding States, Inc. (DPSI) Funding Load Reconciliation for Organization of PJM States, Inc. (DPSI) Funding Releability Corporation (RFC)  1448 CRES Load Reconciliation for Reliability First Corporation (RFC)  1450 Company Load Reconciliation for Reliability First Corporation (RFC)  1450 Company Scheduling, System Control and Dispatch Service Load Reconciliation for Pymchronized Reserve Load Reconciliation for Non-Synchronized Reserve Load Reconciliation for Day-ahead Scheduling Reserve Load Reconciliation for Synchronous Condensing Reserve Load Reconciliation for Synchronous Condensing Load Reconciliation for Synchronous Condensing Reserve Load Reconciliation for Reactive Services Reserve Load Reconciliation for Reserve Reserve Reserve Reserve Reserve Reserve Reserve	1420	CRES	Load Reconciliation for Transmission Losses	2420	CRES	Load Reconciliation for Transmission Losses			
CRES   Load Reconciliation for Pair Market Monitoring Unit (MUL) Funding   CRES   Load Reconciliation for Schedule 95 - Advanced   Second Control Center   Recovery   Recovery   Recovery   Recovery   Recovery   Response Service   Reliability Corporation (RFC)   Response Service   Resp	1430	CRES	Load Reconciliation for Inadvertent Interchange						
Lace   Lace Reconcilitation for PJM Scheduling, System Control and Dispatch Service Refund	1440	CRES							
CRES   Second Control Center   CRES   Capacity Resource   CRES   CAPES   CAP	1441	CRES	Load Reconciliation for PJM Scheduling, System						
1445 CRES   CRES   Load Reconciliation for FERC Annual Charge   Recovery   1446   CRES   Load Reconciliation for Organization of PJM   1447   CRES   Load Reconciliation for North American Electric Reliability Corporation (NERC)   1448   CRES   CRES   Load Reconciliation for North American Electric Reliability Corporation (NERC)   1449   CRES   Load Reconciliation for Reliability First Corporation (RFC)   1450   Company   Load Reconciliation for Regulation and Frequency Response Service   1460   CRES   Load Reconciliation for Regulation and Frequency Response Service   1470   CRES   Load Reconciliation for Non-Synchronized Reserve   1472   CRES   Load Reconciliation for Non-Synchronized Reserve   1475   CRES   Load Reconciliation for Day-shead Scheduling Reserve   1476   CRES   Load Reconciliation for Balancing Operating Reserve   1478   CRES   Load Reconciliation for Balancing Operating Reserve   1480   CRES   Load Reconciliation for Synchronous Condensing   1490   CRES   Load Reconciliation for Reactive Services   1500   CRES   Financial Transmission Rights Auction   2510   CRES   Auction Revenue Rights   1600   CRES   RPM Auction   2610   CRES   RPM Auction   2620   CRES   RPM Auction   2620   CRES   RPM Auction   2620   CRES   RPM Auction   2620   CRES   Capacity Transfer Rights   2620   CRES   CRES   CRES   Capacity Transfer Rights   2620   CRES   Demand Resource and ILR Compliance Penalty   2660   CRES   Demand Resource Deficiency   2661   CRES   Capacity Resource Deficiency   2662   CRES   Capacity Resource Deficiency   2663   CRES   Capacity Resource Deficiency   26661   CRES   Capacity Resource Deficiency   26661   CRES   Capacity Resource D	1442	CRES							
CRES   Load Reconciliation for Organization of PJM	1444	CRES	Load Reconciliation for Market Monitoring Unit (MMU) Funding						
States, Inc. (OPS) Funding  CRES  Load Reconciliation for North American Electric Reliability Corporation (NERC)  Load Reconciliation for Reliability First Corporation (RFC)  Company  Load Reconciliation for Regulation and Frequency Response Service  Load Reconciliation for Regulation and Frequency Response Service  Load Reconciliation for Synchronized Reserve  Load Reconciliation for Non-Synchronized Reserve  Load Reconciliation for Day-ahead Scheduling Reserve  Load Reconciliation for Balancing Operating Reserve  Load Reconciliation for Balancing Operating Reserve  Load Reconciliation for Synchronous Condensing  CRES  Load Reconciliation for Reactive Services  Load Reconciliation for Reactive Services  CRES  Financial Transmission Rights Auction  CRES  RPM Auction  CRES  RPM Auction  CRES  Interruptible Load for Reliability  CRES  Load Reconciliation for Reactive Services  CRES  Load Reconciliation for Reactive Services  CRES  Load Reconciliation for Reactive Services  CRES  Interruptible Load for Reliability  CRES  Load Reconciliation for Reactive Services  Load Reconciliation for Reactive Services  Load Reconciliation for Reactive Services  CRES  Load Reconciliation for Reactive Service  CRES  Load Reconciliation for Reactive Service  CRES  Interruptible Load for Reliability  Load Reconciliation for Reactive Services  Lo	1445	CRES							
Reliability Corporation (NERC)  CRES   Load Reconciliation for Reliability First Corporation (RFC)  Company   Load Reconciliation for Reliability First Corporation (RFC)  Company   Load Reconciliation for Transmission Owner Scheduling, System Control and Dispatch Service    1460   CRES   Load Reconciliation for Regulation and Frequency Response Service    1470   CRES   Load Reconciliation for Synchronized Reserve    1472   CRES   Load Reconciliation for Non-Synchronized Reserve    1475   CRES   Load Reconciliation for Day-ahead Scheduling Reserve    1476   CRES   Load Reconciliation for Day-ahead Scheduling Reserve    1477   CRES   Load Reconciliation for Balancing Operating Reserve    1480   CRES   Load Reconciliation for Synchronous Condensing    1490   CRES   Load Reconciliation for Reactive Services    1500   CRES   Financial Transmission Rights Auction    2510   CRES   Financial Transmission Rights Auction    2510   CRES   Auction Revenue Rights    1600   CRES   RPM Auction    1610   CRES   Locational Reliability    2620   CRES   Interruptible Load for Reliability    2630   CRES   Interruptible Load for Reliability    2640   CRES   Interruptible Load for Reliability    2650   CRES   Interruptible Load for Reliability    2650   CRES   Auction Specific MW Capacity Transaction    2650   CRES   Auction Specific MW Capacity Transaction    2660   CRES   Demand Resource and ILR Compliance Penalty    2661   CRES   Capacity Resource Deficiency    2662   CRES   Capacity Resource Deficiency    2663   CRES   Capacity Resource Deficiency    2664   CRES   Capacity Resource Deficiency    2665   CRES   Capacity Resource Deficiency    2666   CRES   Capacity Resource Deficiency    2667   CRES   Capacity Resource Deficiency    2668   CRES   Capacity Resource Deficiency    2669   CRES   Capacity Resource Deficiency    2660   CRES   Capacity Resource Deficiency    2660   CRES   Capacity Reso	1446	CRES	_						
Load Reconciliation for Reliability First Corporation   Reconciliation for Reliability First Corporation   Reconciliation for Iransmission Owner	1447	CRES							
1460 CRES Load Reconciliation for Regulation and Frequency Response Service  1470 CRES Load Reconciliation for Synchronized Reserve  1472 CRES Load Reconciliation for Non-Synchronized Reserve  1475 CRES Load Reconciliation for Day-ahead Scheduling Reserve  1476 CRES Load Reconciliation for Balancing Operating Reserve  1478 CRES Load Reconciliation for Balancing Operating Reserve  1480 CRES Load Reconciliation for Synchronous Condensing  1490 CRES Load Reconciliation for Reactive Services  1500 CRES Financial Transmission Rights Auction  2500 CRES Financial Transmission Rights Auction  2510 CRES Auction Revenue Rights  1600 CRES RPM Auction  2600 CRES RPM Auction  2620 CRES Interruptible Load for Reliability  2620 CRES Demand Resource and ILR Compliance Penalty  2620 CRES Demand Resource and ILR Compliance Penalty  2630 CRES Demand Resource Deficiency	1448	CRES	Load Reconciliation for Reliability First Corporation						
Load Reconciliation for Regulation and Frequency Response Service  Load Reconciliation for Synchronized Reserve  Load Reconciliation for Non-Synchronized Reserve  Load Reconciliation for Non-Synchronized Reserve  Load Reconciliation for Day-ahead Scheduling Reserve  Load Reconciliation for Day-ahead Scheduling Reserve  Load Reconciliation for Balancing Operating Reserve  Load Reconciliation for Synchronous Condensing  Load Reconciliation for Synchronous Condensing  Reserve  Load Reconciliation for Synchronous Condensing  CRES Load Reconciliation for Reactive Services  Load Reconciliation for Reactive Services  Financial Transmission Rights Auction  Z500 CRES Financial Transmission Rights Auction  CRES RPM Auction  CRES RPM Auction  CRES Locational Reliability  2600 CRES RPM Auction  CRES Locational Reliability  2620 CRES Interruptible Load for Reliability  2630 CRES Capacity Transfer Rights  CRES Auction Specific MW Capacity Transaction  2600 CRES Auction Specific MW Capacity Transaction  CRES Demand Resource and ILR Compliance Penalty  2601 CRES Demand Resource Deficiency  2601 CRES Capacity Resource Deficiency	1/150	Company	Load Reconciliation for Transmission Owner						
Response Service  1470 CRES Load Reconciliation for Synchronized Reserve  1472 CRES Load Reconciliation for Non-Synchronized Reserve  1475 CRES Load Reconciliation for Day-ahead Scheduling Reserve  1476 CRES Load Reconciliation for Balancing Operating Reserve  1478 CRES Load Reconciliation for Balancing Operating Reserve  1480 CRES Load Reconciliation for Synchronous Condensing  1490 CRES Load Reconciliation for Reactive Services  1500 CRES Financial Transmission Rights Auction  2500 CRES Financial Transmission Rights Auction  2510 CRES Auction Revenue Rights  1600 CRES RPM Auction  2600 CRES RPM Auction  1610 CRES Locational Reliability  2620 CRES Interruptible Load for Reliability  2630 CRES Capacity Transfer Rights  2640 CRES Incremental Capacity Transfer Rights  1650 CRES Auction Specific MW Capacity Transaction  2660 CRES Demand Resource and ILR Compliance Penalty  1661 CRES Capacity Resource Deficiency  2661 CRES Capacity Resource Deficiency	1430	Company	Scheduling, System Control and Dispatch Service						
1472 CRES Load Reconciliation for Non-Synchronized Reserve  1475 CRES Load Reconciliation for Day-ahead Scheduling Reserve  1478 CRES Load Reconciliation for Balancing Operating Reserve  1480 CRES Load Reconciliation for Synchronous Condensing  1490 CRES Load Reconciliation for Reactive Services  1500 CRES Financial Transmission Rights Auction  2500 CRES Financial Transmission Rights Auction  2510 CRES Auction Revenue Rights  1600 CRES RPM Auction  2600 CRES RPM Auction  1610 CRES Locational Reliability  2620 CRES Interruptible Load for Reliability  2630 CRES Capacity Transfer Rights  1650 CRES Auction Specific MW Capacity Transaction  2650 CRES Auction Specific MW Capacity Transaction  1660 CRES Demand Resource and ILR Compliance Penalty  1661 CRES Capacity Resource Deficiency	1460	CRES							
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Reserve  Load Reconciliation for Balancing Operating Reserve  Load Reconciliation for Synchronous Condensing  Load Reconciliation for Synchronous Condensing  Load Reconciliation for Reactive Services  Load Reconciliation for Reactive Services  CRES Load Reconciliation for Reactive Services  CRES Financial Transmission Rights Auction  2500 CRES Financial Transmission Rights Auction  CRES Financial Transmission Rights Auction  CRES RPM Auction  CRES RPM Auction  CRES RPM Auction  CRES Locational Reliability  2600 CRES Interruptible Load for Reliability  2630 CRES Capacity Transfer Rights  CRES Locational Reliability  2640 CRES Incremental Capacity Transfer Rights  1650 CRES Auction Specific MW Capacity Transaction  2650 CRES Demand Resource and ILR Compliance Penalty  CRES Capacity Resource Deficiency  2661 CRES Capacity Resource Deficiency	1472	CRES	Load Reconciliation for Non-Synchronized Reserve						
1478 CRES Load Reconciliation for Balancing Operating Reserve  1480 CRES Load Reconciliation for Synchronous Condensing  1490 CRES Load Reconciliation for Reactive Services  1500 CRES Financial Transmission Rights Auction  2500 CRES Financial Transmission Rights Auction  2510 CRES Auction Revenue Rights  1600 CRES RPM Auction  2600 CRES RPM Auction  1610 CRES Locational Reliability  2620 CRES Interruptible Load for Reliability  2630 CRES Capacity Transfer Rights  2640 CRES Incremental Capacity Transfer Rights  1650 CRES Auction Specific MW Capacity Transaction  1660 CRES Demand Resource and ILR Compliance Penalty  1661 CRES Capacity Resource Deficiency  2661 CRES Capacity Resource Deficiency	1475	CRES	,						
1490 CRES Load Reconciliation for Reactive Services  1500 CRES Financial Transmission Rights Auction  2500 CRES Financial Transmission Rights Auction  2510 CRES Auction Revenue Rights  1600 CRES RPM Auction  2600 CRES RPM Auction  CRES Locational Reliability  2620 CRES Interruptible Load for Reliability  2630 CRES Capacity Transfer Rights  CRES Auction Specific MW Capacity Transaction  1650 CRES Auction Specific MW Capacity Transaction  1660 CRES Demand Resource and ILR Compliance Penalty  1661 CRES Capacity Resource Deficiency  2661 CRES Capacity Resource Deficiency	1478	CRES	Load Reconciliation for Balancing Operating						
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2510 CRES Auction Revenue Rights  1600 CRES RPM Auction  1610 CRES Locational Reliability  2620 CRES Interruptible Load for Reliability  2630 CRES Capacity Transfer Rights  CRES Auction Specific MW Capacity Transaction  1650 CRES Auction Specific MW Capacity Transaction  1660 CRES Demand Resource and ILR Compliance Penalty  1661 CRES Capacity Resource Deficiency  2610 CRES Capacity Resource Deficiency	1490	CRES	Load Reconciliation for Reactive Services						
1600 CRES RPM Auction  1610 CRES Locational Reliability  2620 CRES Interruptible Load for Reliability  2630 CRES Capacity Transfer Rights  CRES Auction Specific MW Capacity Transaction  1650 CRES Auction Specific MW Capacity Transaction  1660 CRES Demand Resource and ILR Compliance Penalty  1661 CRES Capacity Resource Deficiency  2600 CRES Capacity Resource Deficiency	1500	CRES	Financial Transmission Rights Auction	2500	CRES	Financial Transmission Rights Auction			
1610 CRES Locational Reliability 2620 CRES Interruptible Load for Reliability 2630 CRES Capacity Transfer Rights CRES Auction Specific MW Capacity Transaction 2650 CRES Auction Specific MW Capacity Transaction 2650 CRES Auction Specific MW Capacity Transaction 2650 CRES Demand Resource and ILR Compliance Penalty 2660 CRES Demand Resource and ILR Compliance Penalty 2661 CRES Capacity Resource Deficiency				2510	CRES	Auction Revenue Rights			
2620 CRES Interruptible Load for Reliability 2630 CRES Capacity Transfer Rights 2640 CRES Incremental Capacity Transfer Rights 1650 CRES Auction Specific MW Capacity Transaction 2650 CRES Auction Specific MW Capacity Transaction 2660 CRES Demand Resource and ILR Compliance Penalty 2660 CRES Demand Resource and ILR Compliance Penalty 2661 CRES Capacity Resource Deficiency	1600	CRES	RPM Auction	2600	CRES	RPM Auction			
2630 CRES Capacity Transfer Rights 2640 CRES Incremental Capacity Transfer Rights 1650 CRES Auction Specific MW Capacity Transaction 2650 CRES Auction Specific MW Capacity Transaction 1660 CRES Demand Resource and ILR Compliance Penalty 2660 CRES Demand Resource and ILR Compliance Penalty 1661 CRES Capacity Resource Deficiency 2661 CRES Capacity Resource Deficiency	1610	CRES	Locational Reliability						
2640 CRES Incremental Capacity Transfer Rights 1650 CRES Auction Specific MW Capacity Transaction 2650 CRES Auction Specific MW Capacity Transaction 1660 CRES Demand Resource and ILR Compliance Penalty 2660 CRES Demand Resource and ILR Compliance Penalty 1661 CRES Capacity Resource Deficiency 2661 CRES Capacity Resource Deficiency						·			
1650 CRES Auction Specific MW Capacity Transaction 2650 CRES Auction Specific MW Capacity Transaction 1660 CRES Demand Resource and ILR Compliance Penalty 2660 CRES Demand Resource and ILR Compliance Penalty 1661 CRES Capacity Resource Deficiency 2661 CRES Capacity Resource Deficiency						<u>'</u>			
1660 CRES Demand Resource and ILR Compliance Penalty 2660 CRES Demand Resource and ILR Compliance Penalty 1661 CRES Capacity Resource Deficiency 2661 CRES Capacity Resource Deficiency	1650	CRES	Auction Specific MW Capacity Transaction	_		. ,			
1661 CRES Capacity Resource Deficiency 2661 CRES Capacity Resource Deficiency						· · ·			
			. , ,						
	1662	CRES	Generation Resource Deliciency Generation Resource Rating Test Failure	2662	CRES	Generation Resource Rating Test Failure			

		PJM Billing Statement Line	ms (as	of July 7, 2014)	
ID#	Resp.	CHARGES		Resp.	CREDITS
1663	CRES	Qualifying Transmission Upgrade Compliance Penalty	2663	CRES	Qualifying Transmission Upgrade Compliance Penalty
1664	CRES	Peak Season Maintenance Compliance Penalty	2664	CRES	Peak Season Maintenance Compliance Penalty
1665	CRES	Peak-Hour Period Availability	2665	CRES	Peak-Hour Period Availability
1666	CRES	Load Management Test Failure	2666	CRES	Load Management Test Failure
1670	CRES	FRR LSE Reliability	2670	CRES	FRR LSE Reliability
1680	CRES	FRR LSE Demand Resource and ILR Compliance Penalty	2680	CRES	FRR LSE Demand Resource and ILR Compliance Penalty
1681	CRES	FRR LSE Capacity Resource Deficiency	2681	CRES	FRR LSE Capacity Resource Deficiency
1682	CRES	FRR LSE Generation Resource Rating Test Failure	2682	CRES	FRR LSE Generation Resource Rating Test Failure
1683	CRES	FRR LSE Qualifying Transmission Upgrade Compliance Penalty	2683	CRES	FRR LSE Qualifying Transmission Upgrade Compliance Penalty
1684	CRES	FRR LSE Peak Season Maintenance Compliance Penalty	2684	CRES	FRR LSE Peak Season Maintenance Compliance Penalty
1685	CRES	FRR LSE Peak-Hour Period Availability	2685	CRES	FRR LSE Peak-Hour Period Availability
1686	CRES	FRR LSE Load Management Test Failure	2686	CRES	FRR LSE Load Management Test Failure
1687	CRES	FRR LSE Schedule 9-5	2687	CRES	FRR LSE Schedule 9-5
1688	CRES	FRR LSE Schedule 9-6	2688	CRES	FRR LSE Schedule 9-6
1710	CRES	PJM/MISO Seams Elimination Cost Assignment	2710	CRES	PJM/MISO Seams Elimination Cost Assignment
1712	CRES	Intra-PJM Seams Elimination Cost Assignment	2712	CRES	Intra-PJM Seams Elimination Cost Assignment
1720	CRES	RTO Start-up Cost Recovery	2720	CRES	RTO Start-up Cost Recovery
1730	CRES	Expansion Cost Recovery	2730	CRES	Expansion Cost Recovery
1900	CRES	Unscheduled Transmission Service			
1910	CRES	Ramapo Phase Angle Regulators	2910	CRES	Ramapo Phase Angle Regulators
1911	CRES	Michigan - Ontario Interface Phase Angle Regulators			
			2912	CRES	CT Lost Opportunity Cost Allocation
1920	CRES	Station Power			
1930	Company	Generation Deactivation	2930	Company	Generation Deactivation
1932	Company	Generation Deactivation Refund	2932	Company	Generation Deactivation Refund
1950	CRES	Virginia Retail Administrative Fee	2950	CRES	Virginia Retail Administrative Fee
1952	CRES	Deferred Tax Adjustment	2952	CRES	Deferred Tax Adjustment
1955	CRES	Deferral Recovery	2955	CRES	Deferral Recovery
1980	CRES	Miscellaneous Bilateral	2980	CRES	Miscellaneous Bilateral
1995	CRES	PJM Annual Membership Fee			
			2996	CRES	Annual PJM Cell Tower
			2997	CRES	Annual PJM Building Rent
1999	CRES	PJM Customer Payment Default			

#### APPENDIX A

	PJM Billing Statement Line Items						
<u>ID#</u>	Resp.	CHARGES	<u>ID #</u>	Resp.	CREDITS		
1000	CRES	Amount Due for Interest on Past Due Charges	-	_	-		
<u>1100</u>	<u>EDU</u>	Network Integration Transmission Service	<u>2100</u>	<u>EDU</u>	Network Integration Transmission Service		
<u>1101</u>	<u>EDU</u>	Network Integration Transmission Service (ATSI Low Voltage)	<u>2101</u>	<u>EDU</u>	Network Integration Transmission Service (ATSI Low Voltage)		
<u>1104</u>	<u>EDU</u>	Network Integration Transmission Service Offset	<u>2104</u>	<u>EDU</u>	Network Integration Transmission Service Offset		
_	-	-	<u>2106</u>	CRES	Non-Zone Network Integration Transmission Service		
<u>1108</u>	<u>EDU</u>	Transmission Enhancement	<u>2108</u>	<u>EDU</u>	Transmission Enhancement		
<u>1109</u>	<u>EDU</u>	MTEP Project Cost Recovery	<u>2109</u>	<u>EDU</u>	MTEP Project Cost Recovery		
<u>1110</u>	CRES	Direct Assignment Facilities	<u>2110</u>	CRES	<u>Direct Assignment Facilities</u>		
<u>1115</u>	<u>EDU</u>	Transmission Enhancement Settlement Charge					
<u>1120</u>	CRES	Other Supporting Facilities	<u>2120</u>	CRES	Other Supporting Facilities		
<u>1130</u>	CRES	Firm Point-to-Point Transmission Service	<u>2130</u>	CRES	Firm Point-to-Point Transmission Service		
-	-	-	<u>2132</u>	CRES	Internal Firm Point-to-Point Transmission Service		
<u>1133</u>	CRES	Firm Point-to-Point Transmission Service Resale	<u>2133</u>	CRES	Firm Point-to-Point Transmission Service Resale		
<u>1135</u>	CRES	Neptune Voluntary Released Transmission Service (Firm)	<u>2135</u>	CRES	Neptune Voluntary Released Transmission Service (Firm)		
<u>1138</u>	CRES	Linden Voluntary Released Transmission Service (Firm)	<u>2138</u>	CRES	Linden Voluntary Released Transmission Service (Firm)		
<u>1140</u>	CRES	Non-Firm Point-to-Point Transmission Service	<u>2140</u>	CRES	Non-Firm Point-to-Point Transmission Service		
_	-	-	<u>2142</u>	CRES	Internal Non-Firm Point-to-Point Transmission Service		
1143	CRES	Non-Firm Point-to-Point Transmission Service Resale	<u>2143</u>	CRES	Non-Firm Point-to-Point Transmission Service Resale		
1145	CRES	Neptune Voluntary Released Transmission Service (Non-Firm)	<u>2145</u>	CRES	Neptune Voluntary Released Transmission Service (Non-Firm)		
1146	CRES	Neptune Default Released Transmission Service (Non-Firm)	<u>2146</u>	CRES	Neptune Default Released Transmission Service (Non-Firm)		
<u>1147</u>	CRES	Neptune Unscheduled Usage Billing Allocation	-	-	-		
<u>1155</u>	CRES	<u>Linden Voluntary Released</u> <u>Transmission Service (Non-Firm)</u>	<u>2155</u>	CRES	Linden Voluntary Released Transmission Service (Non-Firm)		

Filed pursuant to OrdersOrder dated May 19, 2011 and March 31, 2016, [DATE], in Case No. 09 788-EL-ATA

Sheet 1

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1156	CRES	Linden Default Released	2156	CRES	Linden Default Released
1130	<u> </u>	<u>Transmission Service (Non-Firm)</u>	2130	CINES	<u>Transmission Service (Non-Firm)</u>
<u>1157</u>	CRES	Linden Unscheduled Usage Billing Allocation	_	-	-
<u>1200</u>	CRES	Day-ahead Spot Market Energy	_	_	_
1205	CRES	Balancing Spot Market Energy	_	_	_
1210	CRES	Day-ahead Transmission Congestion	2210	CRES	Transmission Congestion
1215	CRES	Balancing Transmission Congestion	_	_	_
_	_	_	2217	CRES	Planning Period Excess Congestion
<u>1218</u>	<u>EDU</u>	Planning Period Congestion Uplift	<u>2218</u>	<u>EDU</u>	Planning Period Congestion Uplift
<u>1220</u>	CRES	Day-ahead Transmission Losses	2220	CRES	Transmission Losses
1225	CRES	Balancing Transmission Losses	_	_	_
1230	CRES	Inadvertent Interchange	_	_	_
1240	CRES	Day-ahead Economic Load Response	<u>2240</u>	CRES	Day-ahead Economic Load Response
<u>1241</u>	CRES	Real-time Economic Load Response	<u>2241</u>	CRES	Real-time Economic Load Response
<u>1242</u>	CRES	Day-Ahead Load Response Charge Allocation	_	-	-
<u>1243</u>	CRES	Real-Time Load Response Charge Allocation	-	_	-
<u>1245</u>	CRES	Emergency Load Response	2245	CRES	Emergency Load Response
<u>1250</u>	<u>EDU</u>	Meter Error Correction	-	-	-
<u>1260</u>	<u>EDU</u>	Emergency Energy	<u>2260</u>	<u>EDU</u>	Emergency Energy
1301	CRES	PJM Scheduling, System Control and Dispatch Service - Control Area Administration	-	-	-
1302	CRES	PJM Scheduling, System Control and Dispatch Service - FTR Administration	-	-	-
<u>1303</u>	CRES	PJM Scheduling, System Control and Dispatch Service - Market Support	_	-	-
1304	CRES	PJM Scheduling, System Control and Dispatch Service - Regulation Market Administration	-	-	-
<u>1305</u>	CRES	PJM Scheduling, System Control and Dispatch Service - Capacity Resource/Obligation Mgmt.	-	-	-
<u>1306</u>	CRES	PJM Scheduling, System Control and Dispatch Service - Advanced Second Control Center	-	-	
1307	CRES	PJM Scheduling, System Control and Dispatch Service - Market Support Offset	-	-	-

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	i				
		PJM Scheduling, System Control and			
<u>1308</u>	CRES	Dispatch Service Refund - Control	_	_	_
		Area Administration			
		PJM Scheduling, System Control and			
<u>1309</u>	CRES	Dispatch Service Refund - FTR	_	_	_
		Administration			
		PJM Scheduling, System Control and			
<u>1310</u>	CRES	Dispatch Service Refund - Market	_	_	_
		Support			
		PJM Scheduling, System Control and			
1311	CRES	Dispatch Service Refund -	_	_	_
		Regulation Market Administration			
		PJM Scheduling, System Control and			
1312	CRES	Dispatch Service Refund - Capacity			
		Resource/Obligation Mgmt.	_	_	-
1313	CRES	PJM Settlement, Inc.			
1313	CINES		_	-	-
1314	CRES	Market Monitoring Unit (MMU)	_	<u>-</u>	_
		Funding	_		-
<u>1315</u>	CRES	FERC Annual Charge Recovery	_	-	_
1316	CRES	Organization of PJM States, Inc.			
1010	OTTLE	(OPSI) Funding	-		-
1317	CRES	North American Electric Reliability			
1317	CITLO	Corporation (NERC)	-	-	-
1318	CRES	Reliability First Corporation (RFC)		_	
			_		Transmission Owner Scheduling,
1320	EDU	Transmission Owner Scheduling,	2320	<u>EDU</u>	System Control and Dispatch
1020		System Control and Dispatch Service	2020		Service Service
		Reactive Supply and Voltage Control			Reactive Supply and Voltage
1330	EDU	Reactive Supply and Voltage Control from Generation and Other Sources	2330	EDU	Reactive Supply and Voltage Control from Generation and Other
<u>1330</u>	<u>EDU</u>	from Generation and Other Sources	<u>2330</u>	<u>EDU</u>	Control from Generation and Other
		from Generation and Other Sources Service			Control from Generation and Other Sources Service
<u>1330</u> <u>1340</u>	EDU CRES	From Generation and Other Sources Service Regulation and Frequency Response	2330 2340	EDU CRES	Control from Generation and Other Sources Service  Regulation and Frequency
1340	CRES	From Generation and Other Sources Service Regulation and Frequency Response Service	2340	CRES	Control from Generation and Other Sources Service Regulation and Frequency Response Service
1340 1350	CRES CRES	From Generation and Other Sources Service Regulation and Frequency Response Service Energy Imbalance Service	2340 2350	CRES CRES	Control from Generation and Other Sources Service  Regulation and Frequency Response Service  Energy Imbalance Service
1340 1350 1360	CRES CRES CRES	From Generation and Other Sources Service Regulation and Frequency Response Service	2340 2350 2360	CRES	Control from Generation and Other Sources Service Regulation and Frequency Response Service
1340 1350	CRES CRES	From Generation and Other Sources Service Regulation and Frequency Response Service Energy Imbalance Service	2340 2350	CRES CRES	Control from Generation and Other Sources Service  Regulation and Frequency Response Service  Energy Imbalance Service
1340 1350 1360	CRES CRES CRES	From Generation and Other Sources Service Regulation and Frequency Response Service Energy Imbalance Service Synchronized Reserve	2340 2350 2360	CRES CRES	Control from Generation and Other Sources Service Regulation and Frequency Response Service Energy Imbalance Service Synchronized Reserve
1340 1350 1360 1362	CRES CRES CRES CRES	From Generation and Other Sources Service Regulation and Frequency Response Service Energy Imbalance Service Synchronized Reserve Non-Synchronized Reserve	2340 2350 2360 2362	CRES CRES CRES CRES	Control from Generation and Other Sources Service Regulation and Frequency Response Service Energy Imbalance Service Synchronized Reserve Non-Synchronized Reserve
1340 1350 1360 1362 1365 1370	CRES CRES CRES CRES CRES CRES	From Generation and Other Sources Service Regulation and Frequency Response Service Energy Imbalance Service Synchronized Reserve Non-Synchronized Reserve Day-ahead Scheduling Reserve Day-ahead Operating Reserve	2340 2350 2360 2362 2365 2370	CRES CRES CRES CRES CRES CRES	Control from Generation and Other Sources Service Regulation and Frequency Response Service Energy Imbalance Service Synchronized Reserve Non-Synchronized Reserve Day-ahead Scheduling Reserve Day-ahead Operating Reserve
1340 1350 1360 1362 1365	CRES CRES CRES CRES CRES	From Generation and Other Sources Service Regulation and Frequency Response Service Energy Imbalance Service Synchronized Reserve Non-Synchronized Reserve Day-ahead Scheduling Reserve Day-ahead Operating Reserve Day-ahead Operating Reserve for	2340 2350 2360 2362 2365	CRES CRES CRES CRES CRES	Control from Generation and Other Sources Service Regulation and Frequency Response Service Energy Imbalance Service Synchronized Reserve Non-Synchronized Reserve Day-ahead Scheduling Reserve Day-ahead Operating Reserve Day-ahead Operating Reserve for
1340 1350 1360 1362 1365 1370 1371	CRES CRES CRES CRES CRES CRES CRES CRES	From Generation and Other Sources Service Regulation and Frequency Response Service Energy Imbalance Service Synchronized Reserve Non-Synchronized Reserve Day-ahead Scheduling Reserve Day-ahead Operating Reserve Day-ahead Operating Reserve for Load Response	2340 2350 2360 2362 2365 2370 2371	CRES CRES CRES CRES CRES CRES CRES CRES	Control from Generation and Other Sources Service Regulation and Frequency Response Service Energy Imbalance Service Synchronized Reserve Non-Synchronized Reserve Day-ahead Scheduling Reserve Day-ahead Operating Reserve Day-ahead Operating Reserve for Load Response
1340 1350 1360 1362 1365 1370	CRES CRES CRES CRES CRES CRES	From Generation and Other Sources Service Regulation and Frequency Response Service Energy Imbalance Service Synchronized Reserve Non-Synchronized Reserve Day-ahead Scheduling Reserve Day-ahead Operating Reserve Day-ahead Operating Reserve for	2340 2350 2360 2362 2365 2370	CRES CRES CRES CRES CRES CRES	Control from Generation and Other Sources Service Regulation and Frequency Response Service Energy Imbalance Service Synchronized Reserve Non-Synchronized Reserve Day-ahead Scheduling Reserve Day-ahead Operating Reserve Day-ahead Operating Reserve for
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1340 1350 1360 1362 1365 1370 1371	CRES CRES CRES CRES CRES CRES CRES CRES	From Generation and Other Sources Service Regulation and Frequency Response Service Energy Imbalance Service Synchronized Reserve Non-Synchronized Reserve Day-ahead Scheduling Reserve Day-ahead Operating Reserve Day-ahead Operating Reserve for Load Response Balancing Operating Reserve Balancing Operating Reserve for	2340 2350 2360 2362 2365 2370 2371 2375	CRES CRES CRES CRES CRES CRES CRES CRES	Control from Generation and Other Sources Service Regulation and Frequency Response Service Energy Imbalance Service Synchronized Reserve Non-Synchronized Reserve Day-ahead Scheduling Reserve Day-ahead Operating Reserve Day-ahead Operating Reserve Day-ahead Operating Reserve Balancing Operating Reserve Balancing Operating Reserve for
1340 1350 1360 1362 1365 1370 1371 1375 1376	CRES CRES CRES CRES CRES CRES CRES CRES	From Generation and Other Sources Service Regulation and Frequency Response Service Energy Imbalance Service Synchronized Reserve Non-Synchronized Reserve Day-ahead Scheduling Reserve Day-ahead Operating Reserve Day-ahead Operating Reserve for Load Response Balancing Operating Reserve Balancing Operating Reserve Synchronous Condensing	2340 2350 2360 2362 2365 2370 2371 2375 2376	CRES CRES CRES CRES CRES CRES CRES CRES	Control from Generation and Other Sources Service Regulation and Frequency Response Service Energy Imbalance Service Synchronized Reserve Non-Synchronized Reserve Day-ahead Scheduling Reserve Day-ahead Operating Reserve Day-ahead Operating Reserve for Load Response Balancing Operating Reserve Balancing Operating Reserve for Load Response Synchronous Condensing
1340 1350 1360 1362 1365 1370 1371 1375	CRES CRES CRES CRES CRES CRES CRES CRES	From Generation and Other Sources Service Regulation and Frequency Response Service Energy Imbalance Service Synchronized Reserve Non-Synchronized Reserve Day-ahead Scheduling Reserve Day-ahead Operating Reserve Day-ahead Operating Reserve for Load Response Balancing Operating Reserve Balancing Operating Reserve for Load Response	2340 2350 2360 2362 2365 2370 2371 2375 2376	CRES CRES CRES CRES CRES CRES CRES CRES	Control from Generation and Other Sources Service Regulation and Frequency Response Service Energy Imbalance Service Synchronized Reserve Non-Synchronized Reserve Day-ahead Scheduling Reserve Day-ahead Operating Reserve Day-ahead Operating Reserve for Load Response Balancing Operating Reserve Balancing Operating Reserve for Load Response
1340 1350 1360 1362 1365 1370 1371 1375 1376	CRES CRES CRES CRES CRES CRES CRES CRES	From Generation and Other Sources Service Regulation and Frequency Response Service Energy Imbalance Service Synchronized Reserve Non-Synchronized Reserve Day-ahead Scheduling Reserve Day-ahead Operating Reserve Day-ahead Operating Reserve for Load Response Balancing Operating Reserve Balancing Operating Reserve Synchronous Condensing	2340 2350 2360 2362 2365 2370 2371 2375 2376	CRES CRES CRES CRES CRES CRES CRES CRES	Control from Generation and Other Sources Service Regulation and Frequency Response Service Energy Imbalance Service Synchronized Reserve Non-Synchronized Reserve Day-ahead Scheduling Reserve Day-ahead Operating Reserve Day-ahead Operating Reserve for Load Response Balancing Operating Reserve Balancing Operating Reserve for Load Response Synchronous Condensing

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	İ		1	l	
1400	CRES	Load Reconciliation for Spot Market	_	_	
		Energy Load Reconciliation for Transmission	_		_
<u>1410</u>	CRES	Congestion	_	-	-
4400	ODEC	Load Reconciliation for Transmission	0400	ODEC	Load Reconciliation for
<u>1420</u>	CRES	Losses	<u>2420</u>	CRES	Transmission Losses
1430	CRES	Load Reconciliation for Inadvertent			
1430	OILO	<u>Interchange</u>	-	-	-
		Load Reconciliation for PJM			
<u>1440</u>	CRES	Scheduling, System Control and	-	-	-
		Dispatch Service  Load Reconciliation for PJM			
1441	CRES	Scheduling, System Control and			
1441	CINEO	Dispatch Service Refund	-	-	-
		Load Reconciliation for Schedule 9-6			
<u>1442</u>	CRES	- Advanced Second Control Center	_	_	_
		Load Reconciliation for Market			
<u>1444</u>	CRES	Monitoring Unit (MMU) Funding	-	-	-
		Load Reconciliation for FERC Annual			
<u>1445</u>	CRES	Charge Recovery	-	-	-
4.4.40		Load Reconciliation for Organization			
<u>1446</u>	CRES	of PJM States, Inc. (OPSI) Funding	-	-	-
		Load Reconciliation for North			
<u>1447</u>	<u>CRES</u>	American Electric Reliability	_	_	_
		Corporation (NERC)			
1448	CRES	Load Reconciliation for Reliability			
1110	01.120	First Corporation (RFC)	-	-	-
4.450		Load Reconciliation for Transmission			
<u>1450</u>	<u>EDU</u>	Owner Scheduling, System Control	-	-	-
		and Dispatch Service			
<u>1460</u>	<u>CRES</u>	Load Reconciliation for Regulation and Frequency Response Service	_	_	_
		Load Reconciliation for Synchronized			
<u>1470</u>	CRES	Reserve	_	-	_
4.470	0000	Load Reconciliation for Non-			
<u>1472</u>	CRES	Synchronized Reserve		-	-
1/75	CDEC	Load Reconciliation for Day-ahead			
<u>1475</u>	CRES	Scheduling Reserve	-	-	-
1/170	CRES	Load Reconciliation for Balancing			
<u>1478</u>	UNEO	Operating Reserve	-	-	-
1480	CRES	Load Reconciliation for Synchronous			
1-700	<u>0.1.20</u>	Condensing	-	-	-
1490	CRES	Load Reconciliation for Reactive	_	_	
		Services  Financial Transmission Bights			Financial Transmission Dights
<u>1500</u>	CRES	Financial Transmission Rights Auction	<u>2500</u>	CRES	Financial Transmission Rights Auction
		Addion	2510	CRES	Auction Revenue Rights
-	-	-			
<u>1600</u>	CRES	RPM Auction	<u>2600</u>	CRES	RPM Auction

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1610	CRES	Locational Reliability			
_			2620	CRES	Interruptible Load for Reliability
_	_	_	2630	CRES	Capacity Transfer Rights
_	-	-	<u>2640</u>	CRES	Incremental Capacity Transfer Rights
<u>1650</u>	CRES	Auction Specific MW Capacity <u>Transaction</u>	<u>2650</u>	CRES	Auction Specific MW Capacity Transaction
<u>1660</u>	CRES	Demand Resource and ILR Compliance Penalty	<u>2660</u>	CRES	Demand Resource and ILR Compliance Penalty
<u>1661</u>	CRES	Capacity Resource Deficiency	<u>2661</u>	CRES	Capacity Resource Deficiency
<u>1662</u>	CRES	Generation Resource Rating Test Failure	<u>2662</u>	CRES	Generation Resource Rating Test Failure
<u>1663</u>	CRES	Qualifying Transmission Upgrade Compliance Penalty	<u>2663</u>	CRES	Qualifying Transmission Upgrade Compliance Penalty
<u>1664</u>	CRES	Peak Season Maintenance Compliance Penalty	<u>2664</u>	CRES	Peak Season Maintenance Compliance Penalty
<u>1665</u>	CRES	Peak-Hour Period Availability	<u>2665</u>	CRES	Peak-Hour Period Availability
<u>1666</u>	CRES	Load Management Test Failure	<u>2666</u>	CRES	Load Management Test Failure
<u>1670</u>	CRES	FRR LSE Reliability	<u>2670</u>	CRES	FRR LSE Reliability
<u>1680</u>	CRES	FRR LSE Demand Resource and ILR Compliance Penalty	<u>2680</u>	CRES	FRR LSE Demand Resource and ILR Compliance Penalty
<u>1681</u>	CRES	FRR LSE Capacity Resource  Deficiency	<u>2681</u>	CRES	FRR LSE Capacity Resource Deficiency
<u>1682</u>	CRES	FRR LSE Generation Resource Rating Test Failure	<u>2682</u>	CRES	FRR LSE Generation Resource Rating Test Failure
<u>1683</u>	CRES	FRR LSE Qualifying Transmission Upgrade Compliance Penalty	<u>2683</u>	CRES	FRR LSE Qualifying Transmission Upgrade Compliance Penalty
<u>1684</u>	CRES	FRR LSE Peak Season Maintenance Compliance Penalty	<u>2684</u>	CRES	FRR LSE Peak Season Maintenance Compliance Penalty
<u>1685</u>	CRES	FRR LSE Peak-Hour Period Availability	<u>2685</u>	CRES	FRR LSE Peak-Hour Period Availability
<u>1686</u>	CRES	FRR LSE Load Management Test Failure	<u>2686</u>	CRES	FRR LSE Load Management Test Failure
<u>1687</u>	CRES	FRR LSE Schedule 9-5	<u>2687</u>	CRES	FRR LSE Schedule 9-5
<u>1688</u>	CRES	FRR LSE Schedule 9-6	<u>2688</u>	CRES	FRR LSE Schedule 9-6
<u>1710</u>	CRES	PJM/MISO Seams Elimination Cost Assignment	<u>2710</u>	CRES	PJM/MISO Seams Elimination Cost Assignment
<u>1712</u>	CRES	Intra-PJM Seams Elimination Cost Assignment	<u>2712</u>	CRES	Intra-PJM Seams Elimination Cost Assignment
<u>1720</u>	CRES	RTO Start-up Cost Recovery	<u>2720</u>	CRES	RTO Start-up Cost Recovery
<u>1730</u>	CRES	Expansion Cost Recovery	<u>2730</u>	CRES	Expansion Cost Recovery
<u>1900</u>	CRES	Unscheduled Transmission Service	_	-	-
<u>1910</u>	CRES	Ramapo Phase Angle Regulators	<u>2910</u>	CRES	Ramapo Phase Angle Regulators
<u>1911</u>	CRES	Michigan - Ontario Interface Phase Angle Regulators	-	-	-

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_	_	_	<u>2912</u>	CRES	CT Lost Opportunity Cost Allocation
<u>1920</u>	CRES	Station Power	_	-	_
<u>1930</u>	<u>EDU</u>	Generation Deactivation	<u>2930</u>	<u>EDU</u>	Generation Deactivation
<u>1932</u>	<u>EDU</u>	Generation Deactivation Refund	<u>2932</u>	<u>EDU</u>	Generation Deactivation Refund
<u>1950</u>	CRES	Virginia Retail Administrative Fee	<u>2950</u>	CRES	Virginia Retail Administrative Fee
<u>1952</u>	CRES	Deferred Tax Adjustment	<u>2952</u>	CRES	Deferred Tax Adjustment
<u>1955</u>	CRES	<u>Deferral Recovery</u>	<u>2955</u>	CRES	<u>Deferral Recovery</u>
<u>1980</u>	CRES	Miscellaneous Bilateral	<u>2980</u>	CRES	Miscellaneous Bilateral
<u>1995</u>	CRES	PJM Annual Membership Fee	-	- 1	_
_	1	-	<u>2996</u>	CRES	Annual PJM Cell Tower
_	-	-	<u>2997</u>	CRES	Annual PJM Building Rent
<u>1999</u>	CRES	PJM Customer Payment Default	1	1	-

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# ELECTRIC GENERATION SUPPLIER COORDINATION TARIFF

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#### <u>DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS</u>

- **Ancillary Services** shall have the meaning as set forth in the Transmission Provider OATT.
- **ATSI** American Transmission Systems, Includer Incorporated.
- **Bad Credit** a Certified Supplier has Bad Credit if it is insolvent (as evidenced by a credit report prepared by a reputable credit bureau or credit reporting agency or public financial data showing liabilities exceeding assets or generally being unable to pay debts as they become due) or has failed to pay Company invoices when they become due on one or more occasions within the last thirty-six billing cycles.
- **Billing Cycle** the time frame between two regularly scheduled meter readings. Customer meter readings are obtained on a regular schedule, which is managed by the Company.
- **Bill Ready** when a Certified Supplier that employs the Consolidated Billing option calculates its Customer's charges and provides the Company the Customer's Certified Supplier charges to be billed.
- Certified Supplier is\_ an Electric Generation Supplier that has received final certification from the Commission pursuant to Ohio Revised Code Section ("R.C.") 4928.08 to provide Competitive Retail Electric Service and has received written notification of registration pursuant to Section V.E herein.
- **Charge** any fee or charge that is billable by the Company to a Certified Supplier under this Tariff, including any Coordination Services Charge.
- **Commission** or **The Commission** the Public Utilities Commission of Ohio.
- Company The Toledo Edison Company.
- **Competitive Retail Electric Service** retail electric generation, aggregation, power marketing, and power brokerage services supplied to Customers of the Company.
- **Consolidated Billing** a billing service where the Company bills for both the Regulated Utility Charges as well as the Certified Supplier's charges, unless otherwise provided in the Company's tariff.
- **Coordinated Certified Supplier** a Certified Supplier who has appointed a Scheduling Coordinator as its designated agent for certain Coordination Services.
- **Coordination Activities** all activities related to the provision of Coordination Services.
- **Coordination Agreement** an agreement between the Company and an EGS or Certified Supplier that arranges for the provision of Coordination Services pursuant to this Tariff.
- **Coordination Obligations** all obligations identified in this Tariff relating to the provision of Coordination Services.
- Coordination Services those services that permit the interface and coordination between a Certified Supplier and the Company in connection with the delivery of Competitive Retail Electric Service to serve Customers located within the Company's service territory including, but not limited to, distribution losses. Coordination Services do not include Network Integration Transmission Service, Ancillary Services (offered under the Transmission Provider OATT), and transmission losses.

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

- **Coordination Services Charges** all charges stated in the Charges section of this Tariff that are billed by the Company (on behalf of itself or any FirstEnergy affiliate or subsidiary) for Coordination Services performed hereunder.
- Creditworthiness For the purpose of determining the ability of the Certified Supplier to meet its obligations related to service hereunder, the Company may require reasonable credit review procedures. This review shall be made in accordance with standard commercial practices. In addition, the Company may require the Certified Supplier to provide and maintain in effect during the term of the Coordination Agreement an unconditional and irrevocable letter of credit as security to meet its responsibilities and obligations under this Tariff, or an alternative form of security proposed by the Certified Supplier and acceptable to the Company and consistent with commercial practices established by the Uniform Commercial Code that protects the Company against the risk of non-payment and default of the Certified Suppliers.
- **Customer** any person, partnership, association, or corporation receiving Competitive Retail Electric Service from a Certified Supplier.
- **DASR (Direct Access Service Request)** an electronic form of communication that shall be exchanged between the Company and a Certified Supplier.
- **Electronic Data Interchange ("EDI")** guidelines that represent the standard electronic communication method for exchanging data between the Company and Certified Supplier.
- **Electric Generation Supplier ("EGS")** all of the entities set forth in R.C. 4928.08(A) and (B) that have not received either certification by the Commission or written notification of registration pursuant to Section V.E herein.
- **Electric Service Regulations** The Company's the Company's Electric Service Regulations in effect as approved by the Public Utilities Commission of Ohio.
- **FERC** the Federal Energy Regulatory Commission.
- **FirstEnergy ("FE")** the parent company of The Toledo Edison Company, The Toledo Edison Company, among other companies.
- **FirstEnergy ("FE") Ohio Zone** The the aggregate load zone, named "FE Ohio Zone" in PJM, represented by the combined service territories of The Toledo Edison Company, The Toledo Edison Company, and The Toledo Edison Company.
- FirstEnergy ("FE") System Control Center ("FE-SCC") the control center for the FE Ohio Zone or its successor.
- **Generation Attribute Tracking System (GATS)** PJM-EIS System, or a successor system, used for the purposes of tracking compliance with multiple state alternative energy compliance standards.
- Interest Index an annual interest rate determined by the average of 1-Year Treasury Bills for September, October, and November of the previous year.
- Interval Meter or Advanced Meter an electricity meter which records an end-use Customer's electric usage for defined intervals (e.g., 15 minutes, half-hour, hour, etc.), allowing the possibility for consumption during different time periods to be billed at different rates and providing a means for a Customer's load pattern to be analyzed.

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

- Market Participant shall have the meaning as set forth in the Transmission Provider OATT.
- **Meter Data Coordinator** is designated the responsibility to submit aggregated kWh and kW meter data to the market to facilitate Regional Transmission Organization financial market settlements.
- **Meter Read Date** the date on which the Company schedules a meter to be read for purposes of producing a customer bill in accordance with the regularly scheduled billing cycles of the Company as the same may be modified from time to time.
- **Network Integration Transmission Service** network integration transmission service provided under the Transmission Provider OATT.
- **Network Integration Transmission Service Charge** charges specified in the Transmission Provider OATT for Network Integration Transmission Service.
- North American Energy Industry Standards Board ("NAESB", formerly known as the Gas Industry Standards Board, "GISB") Thethe Board which sets standards associated with the electronic method of communication for data transfer that allows information to be sent and received electronically using the Internet. This method must meet the following minimum criteria:
  - Security and/or encryption of transactions and customer information.
  - Proof of transmission and receipt.
  - Positive identity of sender and recipient (non-repudiation).
  - Reliability.
  - Data and file integrity.
  - Network performance and availability.
  - Recoverability and archiving of data.
- Ohio Electronic <u>Data Interchange</u> Working Group ("OEWG") Commission group developing standardized formats and methodology for exchanging information electronically.
- **Open Access Same-Time Information System ("OASIS")** shall have the meaning as set forth in the Transmission Provider OATT.
- Rate Ready when a Certified Supplier which employs Consolidated Billing provides the Company rate calculations in which the Company calculates the Customer's Certified Supplier charges to be billed.
- **Regulated Utility Charges** utility charges for noncompetitive retail electric services including, but not limited to, tariffed transmission and distribution and generation services that are under the jurisdiction of the Commission.
- **Schedule** a schedule for the delivery of energy for the benefit of retail Customers, prepared by the Certified Supplier or its designated Scheduling Coordinator and submitted to and in the format prescribed by the Transmission Provider.
- **Scheduling Coordinator** an entity that performs one or more of a Certified Supplier's Coordination Obligations.
- Standard Service Offer Supply Fullfull requirements generation product (including energy and capacity) for Customers that are not taking generation service from a Certified Supplier but rather are taking generation service from the Company.

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

**Tangible Net Worth** – total assets less intangible assets and total liability. Intangible assets include benefits such as goodwill, patents, copyrights and trademarks.

Tariff - Thethe Electric Generation Supplier Coordination Tariff.

**Transmission Provider** – The PJM Interconnection LLC, L.L.C. or its successor organization.

**Transmission Provider Open Access Transmission Tariff ("Transmission Provider OATT")** – the PJM OATT (or its successor which may be through a successor organization) on file with the FERC. Further, the Transmission Provider OATT references specific characteristics that differentiate the FE Ohio Zone from other load zones in the PJM.

**Value Added Network ("VAN")** – a data transfer network that allows information to be sent and received electronically using an electronic mailbox.

Filed pursuant to Order dated  $\frac{May 19, 2011, \underline{[DATE]},}{DATE]}$  in Case No.  $\frac{09-788}{23-301}$ -EL-ATA,  $\underline{SSO}$  before

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#### **RULES AND REGULATIONS**

#### I. THE CERTIFIED SUPPLIER TARIFF

#### A. Filing And Posting

A copy of this Tariff, which comprises the Charges, Rules and Regulations and Coordination Agreement under which the Company will provide Coordination Services to Certified Suppliers, is on file with the Commission. A copy of this Tariff is available at the <a href="Company's First Energy Corp.">Corp.</a> website, <a href="www.firstenergycorp.com">www.firstenergycorp.com</a>.

#### B. Revisions

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

#### C. Application

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

#### D. Rules and Regulations

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

#### E. Statement By Agents

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

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#### **RULES AND REGULATIONS**

#### II. SCOPE AND PURPOSE OF TARIFF

#### A. Scope and Purpose of Tariff

This Tariff sets forth the basic requirements for interactions and coordination between the Company and Certified Suppliers necessary for ensuring the delivery of Competitive Retail Electric Service from Certified Suppliers to their Customers.

#### B. FERC Jurisdictional Matters

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

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#### **RULES AND REGULATIONS**

#### III. COORDINATION OBLIGATIONS

#### A. Provision of Coordination Services

The Company shall provide all Coordination Services specified in this Tariff and necessary for the delivery of a Certified Supplier's Competitive Retail Electric Services to serve <u>customers</u>Customers located within the Company's certified service territory.

#### B. Timeliness and Due Diligence

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

#### C. Duty of Cooperation

The Company and Certified Supplier will cooperate in order to ensure delivery of Competitive Retail Electric Service to Customers as provided for by this Tariff, the Electric Service Regulations, and the Transmission Provider OATT.

#### D. State Certification

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

#### E. Energy and Capacity Procurement

A Certified Supplier must make all necessary arrangements for supply and delivery of capacity and energy in a quantity sufficient to serve its own Customers. In the event the Certified Supplier fails to supply sufficient capacity and energy to serve its Customers, the Certified Supplier shall be responsible for payment for such capacity and energy as provided in Section XV of this Tariff (RTORegional Transmission Organization Settlements) and all other applicable sections of this Tariff. Appendix A of this Tariff outlines charges the Certified Supplier and the Company are responsible for, including those charges related to Energyenergy and Capacitycapacity.

#### F. Transmission Service

The Company will be responsible for the financial settlement of non-market based transmission related services charges on behalf of the Certified Supplier who is taking transmission service to serve <u>customers</u>. The Transmission Provider will shift the financial settlement from the Certified Supplier to the Company but does not relieve the Certified Supplier of any other obligations and requirements related to transmission service – either process or otherwise <u>– that</u> the Certified Supplier is responsible for under the Transmission Provider OATT. Appendix A of this Tariff outlines charges the Certified <u>SupplerSupplier</u> and the Company are responsible for including those charges related to transmission service.

#### **RULES AND REGULATIONS**

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

#### A. Multiple Certified Suppliers

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

#### B. Partial Competitive Retail Electric Service

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

#### C. Consolidated Scheduling

Schedules may be combined to the extent allowed by the Transmission Provider OATT.

#### D. Transmission Services and Obligations

- 1. A Certified Supplier is responsible for arranging, procuring and taking those services provided by the Transmission Provider that are necessary for the delivery of Competitive Retail Electric Services to its Customers pursuant to the Transmission Provider OATT and this Tariff.
- 2. The Company and the Certified Supplier are responsible for paying for certain Transmission Services, as described in Appendix A of this Tariff.
- **3.** Failure to obtain sufficient Network Integration Transmission Service and Ancillary Services will result in a suspension of the Certified <u>Supplier's Supplier's</u> registration until resumption of such services by the Certified Supplier occurs.

#### E. Energy Scheduling

A Certified Supplier must make all necessary arrangements for scheduling the delivery of energy with the Transmission Provider.

#### F. Reliability Requirements

A Certified Supplier shall satisfy those applicable reliability requirements issued by the Commission, Transmission Provider, or any other governmental agency or North American Electric Reliability Corporation (\_"NERC}") or regional reliability council or their successor who has authority over the Certified Supplier.

#### G. Supply of Data

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

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#### **RULES AND REGULATIONS**

#### H. Communication Requirements -

A Certified Supplier shall implement:

- **1.** A VAN and a single EDI file transfer protocol, as determined by the Company. Both data transfer methods must meet the minimum criteria of, and be endorsed by, the Company.
- 2. Internet Access. A Certified Supplier shall have appropriate software for access to the Company's secure internet site for file viewing, uploads and downloads.

#### H.I. Payment Obligation

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

#### I.J. Record Retention

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

#### J.K. Load Shedding and Curtailments

Customers in the Company's service territory are subject to curtailment pursuant to the Company's Electric Service Regulations. The Certified Supplier shall allow and accommodate for Customers to participate in curtailment programs offered through the Transmission Provider or by the Company. In all cases, the Certified Supplier shall accept the determination by the Transmission Provider or the Company that an emergency exists and will comply with all applicable directives. In instances where a Customer is participating in a curtailment program directly with a Certified Supplier, compliance with all applicable directives shall be addressed between the Certified Supplier and the Customer.

#### **RULES AND REGULATIONS**

#### V. SUPPLIER REGISTRATION AND PARTICIPATION REQUIREMENTS

#### A. Registration Process

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

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

#### B. Registration for Coordination Services

The Supplier Registration process is provided on the FirstEnergy Corp. website: Supplier Registration (firstenergycorp.com). An EGS seeking to obtain Coordination Services hereunder must deliver to the Company a completed registration, consisting of the following:

- a Coordination Agreement, fully executed in triplicate by a duly authorized representative of the EGS:
- **2.** a service agreement for Network Integration Transmission Service under the Transmission Provider OATT, fully executed in triplicate by a duly authorized representative of the EGS;
- **3.** a completed Market Participant Agreement as defined under the Transmission Provider OATT, fully executed by a duly authorized representative of the EGS;
- 4. the EGS's Ohio sales tax identification number;
- **5.4.** a copy of the EGS's certification issued by the Commission to provide Competitive Retail Electric Services to the Company's retail Customers;
- 6. a copy of the EGS's application submitted to the Commission to apply for its certificate;
- 7.5. a credit history form, available from the Company, fully completed in duplicate;
- **8.6.** for Customers that have elected the Rate Ready billing option, a copy of the Certified Supplier's rate schedule must be provided to the Company, which will seek to implement such rate schedule within two weeks, but in no event longer than 90 days of receipt. The Company reserves the right to limit the number of rates per Certified Supplier;
- 9.7. the EGS must demonstrate to the Company's Company's satisfaction that its Electronic Data Interchange ("EDI") is fully functional and capable of performing the necessary data transference functions required to supply the Company with data necessary to operate its business:
- **10.8.** a service agreement for Electronic Data Interchange Trading Partner, fully executed in triplicate by a duly authorized representative of the EGS;
- **11.9.** a completed Supplier Communications Details form (available on the Company's First Energy Corp. website);
- **12.10.** a completed W-9 Form; and including the EGS's Ohio sales tax identification number;
- 11. banking information (Bank Name, Routing Number, and Account Number) provided on Companythe EGS's company letterhead with a signature;
- 12. a completed Request for a New User ID and Password form;
- **13.** a completed Supplemental Form;
- 14. a fully executed Non-Disclosure of Customer Information Agreement; and
- **13.**15. create a PJM Short Name.

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#### **RULES AND REGULATIONS**

#### C. Incomplete Registrations

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

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#### **RULES AND REGULATIONS**

#### D. Grounds for Rejecting Registration

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

- 1. the EGS has undisputed outstanding debts to the Company arising from its previous receipt of Coordination Services from the Company;
- 2. the EGS has failed to comply with payment and billing requirements specified in Section XII of this Tariff;
- 3. the Company has provided written notice to the EGS that a registration is incomplete and the EGS has failed to submit a completed registration within thirty (30) calendar days of deficiency notification:
- 4. the EGS has been rejected by the Company as not being creditworthy;
- **5.** the EGS has failed to comply with all applicable requirements of the Transmission Provider OATT for its registration to be accepted as complete;
- the EGS has failed to execute an EDI Trading Partner Agreement, and/or has not completed EDI testing for applicable transaction sets necessary for the commencement of service; or
- **7.** failure to meet requirements of Section V.B.

#### E. Approval of Registration

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

#### F. Identification Numbers

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

#### G. Commencement of Coordination Services

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

#### **RULES AND REGULATIONS**

#### VI. CREDIT REQUIREMENTS

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

The Company requires an initial credit amount of \$250,000 for an EGS and shall adjust the amount required commensurate with the financial risks placed on the Company by an EGS, including required recognition of an EGS's performance. An EGS shall satisfy its creditworthiness requirement and receive an unsecured credit limit which will be a maximum of 5% of a Supplier's its Tangible Net Worth by demonstrating that it has, and maintains, investment grade senior unsecured debt credit ratings (or if unavailable, corporate issuer credit ratings) from any two of the following three rating agencies:

AGENCY	CREDIT RATING
Standard & PoorsPoor's	BBB- or higher
Moody's Investors' Services	Baa3 or higher
Fitch	BBB- or higher

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

The Company shall make reasonable alternative credit arrangements with an EGS that is unable to meet the aforementioned criteria and with those EGSs whose credit requirements exceed their allowed unsecured credit limit. The EGS may choose from any of the following credit arrangements in a format acceptable to the Company: a guarantee of payment from a parent company that meets the credit requirements for unsecured credit limit; an irrevocable <a href="Letterletter">Letterletter</a> of <a href="Creditcredit">Creditcredit</a>; a cash deposit; or <a href="https://document.goognets.com/orcedit-guarantee-of-payment.goognets-guarantee-of-payment.goognets-guarantee-of-payment.goognets-guarantee-of-payment.goognets-guarantee-of-guarantee-of-guarantee-gua

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

The aforementioned credit requirements apply with the same force and effect to Certified Suppliers.

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#### **RULES AND REGULATIONS**

#### VII. CUSTOMER ENROLLMENT PROCESS

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

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

The Customer information list will be updated quarterly. Once the list has been updated, a Certified Supplier shall not use a Customer information list from a prior quarter to contact Customers, but Certified Suppliers shall not be required to purchase subsequent lists.

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

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

- i) End-use Customer name;
- ii) Service address:
- iii) Service city;
- iv) Service state and zip code;
- v) Mailing address;
- vi) Mailing city;
- vii) Mailing state and zip code;
- viii) Rate schedule under which service is rendered, including class and sub-class (if applicable);
- ix) Rider indicator (if applicable);
- x) Load profile reference category;
- xi) Meter number and type (will provide information that is readily available);
- xii) Advanced Metering Infrastructure (AMI) meter indicator;
- xiii) Interval Meter data indicator (will provide information that is readily available);
- xiii)xiv) Budget bill / Percentage of Income Payment Plan (PIPP) program indicator;
- xiv)xv) Meter Read Cycle;
- <u>xv)xvi)</u> Most recent twelve (12) months of historical <u>billing consumption monthly customer energy</u> <u>usage</u> data (actual energy usage plus demand, if available);
- xvi)xvii) Current and future Peak Load Contribution (PLC) value;
- xvii)xviii) Effective date of PLC value;
- xviii)xix) Current and future Network Service Peak Load (NSPL) value;
- xix)xx) Effective date of NSPL value;
- xx)xxi) Service voltage; and
- xxi)xxii) Net metering indicator.

The Company will provide the Customer information list by either a compact disc or on a designated website. The information will be prepared and distributed in a uniform and useable format that allows for data sorting. Customers participating in the PIPP program are not eligible to take service from a Certified Supplier and therefore are not included on the Customer information list. These Customers will be coordinated exclusively through the PIPP program administered by

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# **RULES AND REGULATIONS**

the Ohio <u>Department of Development-Services Agency</u> and pursuant to any orders issued by the Commission.

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### **RULES AND REGULATIONS**

# B. Certified Supplier Requests for Customer Information

Certified Suppliers may request historical Interval Meter data after receiving the appropriate Customer authorization. The Interval Meter data will be transferred in a standardized format and sent to the Certified Supplier and will include twelve months of data. The There will be no fee charged to Customers or Certified Suppliers for such data if provided via EDI, customer portal, or supplier portal. Otherwise, the Certified Supplier will be responsible for the costs incurred to prepare and send such data per the Schedule of Fees and Charges attached hereto.

# C. Direct Access Service Requests (DASRs)

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

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

All DASRs will be submitted to the Company no more than thirty (30) calendar days prior to the scheduled Meter Read Date when the Certified Supplier desires the switch to occur, unless otherwise agreed upon by the parties. The Company will process all valid DASRs and send the Customer confirmation within two business days. Simultaneous with the sending of the notice to the Customer, the Company will electronically advise the Certified Supplier of acceptance. Notice of rejection of the DASR to the Certified Supplier shall be sent in one business day, if possible, but in no event later than four (4) calendar days, and include the reasons for the rejection. The Company shall provide a rescission period as provided by the Commission's rules. If the Customer rescinds, the Company shall send a drop notice to the Certified Supplier. In the event of Customer rescission, the previous Certified Supplier will continue to serve the Customer under the same terms and conditions.

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

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

#### D. Certified Supplier Selection

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

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

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

If a Customer contacts the Company to discontinue electric service the Company will notify the current Certified Supplier via an EDI drop transaction of the Customer's discontinuance of service for that location.

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

Certified Supplier selection and switching by Customers shall occur in accordance with the Direct Access procedures contained in this Tariff and the Company Tarifftariff and Commission rules.

If a Customer contacts a new Certified Supplier to request a change of Certified Supplier and the new Certified Supplier agrees to serve the Customer, the Customer's new Certified Supplier shall obtain appropriate authorization from the Customer, or person authorized to act on the Customer's behalf, indicating the Customer's choice of Certified Supplier. It is the Certified Supplier's responsibility to maintain records of the Customer's authorization, in accordance with the law and Commission rules, in the event of a dispute in order to provide documented evidence of authorization to the Company or the Commission.

The Customer's new Certified Supplier shall also submit the Customer's enrollment information using the EDI 814 transaction. Upon receipt of the 814 enrollment transaction from the Certified Supplier, the Company will automatically confirm receipt of the file. Within three (3) business days of receipt of the 814 enrollment transaction, the Company will validate the records contained in the file, and will provide an 814 enrollment response.

If a Customer contacts the Company to request a change of its Certified Supplier, the Company shall notify the Customer that the selected Certified Supplier must be contacted directly by the Customer in order to initiate the change.

If a Certified Supplier wishes to obtain from the Company confidential Customer-specific information about a Customer with whom it is discussing the possibility of providing Competitive Retail Electric Service, the Company will only provide such information after receiving written Customer authorization from the requesting Certified Supplier Customer authorization that conforms to applicable Commission rules and/or orders.

If a Customer contacts the Company to request a change of Certified Supplier to the Company's Standard Service Offer Supply, the Company will process the request as follows. The Company will send the Customer a confirmation letter notifying the Customer of the right to rescind. If the Customer does not contact the Company within seven (7) days of the date on the confirmation letter, then the Company will process the request. The request will be effective as of the next scheduled Meter Read Date and the Company will become the supplier of record for delivery provided that: (1) the Company has received at least twelve (12) days prior notice from the Customer; and (2) the 7-day waiting period has expired; and (3) the Customer has not contacted the Company to rescind or dispute the switch to Default Service. Once the preceding process is complete, the Company will notify the Customer's prior Certified Supplier of the discontinuance of service to the Customer from that prior Certified Supplier. In no event shall the above process affect the continued supply of electricity to a Customer once a Customer's Competitive Retail Electric service is discontinued by a Certified Supplier.

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

- 1. Arrangements with Certified Supplier's Supplier's Customers Certified Suppliers shall be solely responsible for having appropriate contractual or other arrangements with their Customers necessary to implement Competitive Retail Electric Service consistent with all applicable laws, Commission requirements, Transmission Provider OATT and this Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.
- 2. Transfer of Cost Obligations Between Certified Suppliers and Customers Nothing in this Tariff is intended to prevent a Certified Supplier and a Customer from agreeing to reallocate between them any Charges that this Tariff imposes on the Certified Supplier, provided that any such agreement shall not change in any way the Certified Supplier's obligation to pay such Charges to the Company, and that any such agreement shall not confer upon the Company any right to seek recourse directly from the Certified <a href="Supplier's Supplier's Customer for any charges owed to the Company by the Certified Supplier.">Supplier's Customer for any charges owed to the Company by the Certified Supplier.</a>
- 3. **Customer Obligations** Customers of a Certified Supplier remain bound by the rules and requirements of the applicable Company Tarifftariff under which they receive service from the Company.

## F. Customer Return to Standard Service Offer Supply

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

[PLACEHOLDER FOR MINIMUM STAY LANGUAGE AS REQUIRED BY PUCO IN CASE NO. 00-2317-EL-GAG]

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

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

Upon request, Customers will be sent directed to the Customer Choice section of the FirstEnergy Corp. website or be sent, via email or mail, an information package containing a summary of the program and a current list of Certified Suppliers, which will be sent to the Customer's service or mailing address.

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

The list of Certified Suppliers will be posted on a designated website. The list of Certified Suppliers will contain suppliers currently registered to enroll Customers in the Company's service territory. The list of Certified Suppliers will also designate, if available, which customer classes Certified Suppliers will be serving.

Issued by: Steven E. Strah, President

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#### **RULES AND REGULATIONS**

#### IX. METERING SERVICES AND OBLIGATIONS

# A. Meter Requirements

Meter requirements are outlined in the Electric Service Regulations for each Customer.

# B. Interval Meter Charges and Installation Process

The Customer or Certified Supplier may request an Interval Meter for use at any account. The whose meter does not provide interval usage. The request to the Company for interval metering will be handled pursuant to the Company's Miscellaneous Charges in Sheet 75 of the Company's tariff ("Sheet 75"), and the Customer shall be responsible for the costs as set forth in the Miscellaneous Charges section of the Company's TariffSheet 75.

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

Customer requests to the Company for interval metering will be handled pursuant to the Company's Miscellaneous Charges in Tariff (Sheet No. 75 of the Company's Tariff).

For Customers who elect to have an Interval Meter for the requested service, service may begin using a Company load profile for settlement; consumption meter reads would continue to be used for billing. This would be the approach during the period between when the Customer has requested an Interval Meter and the time that the Company is able to install such a meter.—, service may begin using a Company load profile for settlement, and consumption meter reads would continue to be used for billing. The Customer shall provide adequate space for such Interval metering; should, and shall provide the Company with access for meter reading, meter testing, etc. as required by Commission regulations and/or the Company's Electric Service Regulations.

# C. Billing Meters

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

# D. Meter Testing

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

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adjusted for any meter inaccuracies. Customer requests to test Company-owned meters will be handled pursuant to the Company's Electric Service Regulations and Commission regulations.

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### **RULES AND REGULATIONS**

# E. Meter Reading

The Company reads meters in accordance with its Electric Service Regulations and Commission regulations. It is understood that it may not be possible in some circumstances to read a Customer's meter in a particular month. In such case, the Company shall estimate the meter reading in accordance with its standard procedures and Electric Service Regulations, and such estimate shall constitute the meter reading for the month.

# F. Billing Cycles

Meters will be read and billed on a predetermined meter reading schedule and in accordance with its Electric Service Regulations and Commission regulations. The Company uses 21 billing cycles per revenue month. Each business day¹ one of the cycles will be read until all 21 cycles have been read and the month is considered complete for reporting and revenue purposes. Meter reading intervals will be performed on the Company's existing schedules and will cover approximately 30 days, but may vary between 27 to 35 days. The Company may change its meter reading schedules at its discretion. If a Certified Supplier requires or requests more consumption data than is normally provided by the monthly meter reading, the additional information will be obtained provided that appropriate metering is installed by the Company and that any incremental costs are paid by the Certified Supplier.

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

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

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

<sup>&</sup>lt;sup>1</sup> "Business days" for purposes of billing cycles shall include all days in a calendar year <u>except</u>: Saturdays and Sundays and Company observed holidays.

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#### **RULES AND REGULATIONS**

#### X. BILLING SERVICES AND OBLIGATIONS

# A. Customer Billing by the Company

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

# B. Company Billing for Certified Supplier

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

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

In situations where the Certified Supplier elects to bill the customer directly using the Company's billing system, the Certified Supplier will deliver to the Company needed data to conduct this billing option. Under this billing option, the Certified Supplier shall provide all necessary data in its possession for the timely generation of bills. A failure of the Certified Supplier to provide necessary data to the Company in a timely fashion may delay production of a bill for the month to which the data pertains. In such instances, the Certified Supplier is responsible for all fines, penalties and all other liabilities and losses, if any, arising as a consequence of the Company's inability to render a timely bill.

# C. Billing Files

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

# D. Certified Supplier Logos

As set forth in the Commission Order in Case No. 12-3151-EL-COI, if a Certified Supplier has requested the Company to act as the Certified Supplier's billing agent and issue a consolidated bill, the Company must allow for the inclusion of Certified Supplier logos on the bill. Certified Suppliers electing to have the Company include their logo on the Company issued consolidated bill shall comply with the applicable process and procedures as provided on the Company FirstEnergy Corp. website.

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#### **RULES AND REGULATIONS**

# XI. CUSTOMER PAYMENT PROCESSING AND COLLECTIONS FOR CONSOLIDATED BILLING

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

Where the Company acts as the billing agent for the Certified Supplier, the Company shall reimburse the Certified Supplier for all energy charges, sales taxes, and other charges collected on behalf of the Certified Supplier on the next business day following receipt of the customer's payment, when possible, but at least every two weeks. Late fees collected from the Certified Supplier's customers shall be provided to the Company as compensation for the billing and collection services and other costs incurred with the implementation and maintenance of the Stipulation and Recommendation in Case No.- 02-1944-EL-CSS approved by the Commission by Order and Opinion effective August 6, 2003 and Commission regulations. The Certified Supplier assumes all risks of non-payment by a Customer and the Company is obligated to remit to the Certified Supplier only the difference between (a) amounts received from Customers taking service from the Certified Supplier and (b) any amounts owed to the Company by or with respect to such Customer, consistent with the application of payment procedures set forth in Section XI.B below.

# B. Application of Payment

The Company will conduct all remittance processing of current customer charges. In the event that a Customer remits a partial payment of a bill, the remittance will be applied against the various amounts that may be due and owing to the Company and the Certified Supplier, in the order set forth in the Stipulation and Recommendation at Case No. 02-1944-EL-CSS.Commission regulations. The payment hierarchy is available on the CompanyFirstEnergy Corp. website. Any amount remitted by a Customer in excess of the total due and owing the Company will be held in the Customer's account with the Company for distribution in the following billing cycle(s) or, at the Customer's request, will be refunded to the Customer. In the event that any Customer checks are returned dishonored by a bank, the corresponding debits will be applied in inverse order to the order set forth above for the application of remittances. The Company will correct any misapplied payments or transactions. The Company will also provide the Certified Supplier an electronic file consisting of Customer payments and any returned checks and/or Customer adjustments. The monthly billing statement and invoice rendered by the Company to the Certified Supplier, as described in Section XII.B below, will include charges to be paid by the Certified Supplier for costs associated with this electronic funds transfer, as set forth in the Schedule of Fees and Charges.

# C. Certified Supplier Billing Data

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

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

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

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#### **RULES AND REGULATIONS**

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

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

If the Certified Supplier defaults and the Company is performing Consolidated Billing of Customers or providing other services on behalf of the Certified Supplier, the Company reserves the right to retain the payments collected from the Customers and apply the payments to the <a href="Company's Company's 
# B. Certified Supplier Payment of Obligations to the Company

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

- 1. Billing Procedure Each month, the Company shall submit an invoice to the Certified Supplier for all Coordination Service Charges provided under this Tariff. The invoice may be transmitted to the Certified Supplier by any reasonable method requested by the Certified Supplier. A Certified Supplier shall make payment for Charges incurred on or before the due date shown on the bill. The due date shall be determined by the Company and shall not be less than three (3) banking days from the date of transmittal of the bill.
- 2. Manner of Payment The Certified Supplier shall make payments of funds payable to the Company by wire transfer to a bank designated in Section XII.B.3. The Company may require that a Certified Supplier that is not Creditworthy tender payment by means of a certified, cashier's, teller's, or bank check, or by wire transfer, or other immediately available funds. If disputes arise regarding a Certified Supplier bill, the Certified Supplier must pay the undisputed portion of disputed bills under investigation.
- 3. Wire Transfer Payment to the Company by the Certified Supplier must be made by electronic wire transfer or such other means as will cause payment to be available for the use of the Company on the due date. All payments shall be wire transferred to the bank designated by the Company.
- 4. Late Fee for Unpaid Balances If payment is made to the Company after the due date shown on the bill, a late fee will be added to the unpaid balance until the entire bill is paid. This late fee will be 1 1/2% per month on the unpaid balance.
- 5. Certified Supplier's Failure To Pay In the event the Certified Supplier fails, for any reason other than a billing dispute as described below, to make payment to the Company on or before the due date as described above, and such failure of payment is not corrected within five (5) business days after the Company notifies the Certified Supplier to cure such failure, a breach by the Certified Supplier shall be deemed to exist. In the event of a billing dispute between the Company and the Certified Supplier, the Company will continue to provide service pursuant to the Coordination Agreement and this Tariff as long as the Certified Supplier continues to make all payments not in dispute.
- **6. Certified Supplier Offset** In the event a Certified Supplier is deemed to be delinquent under XII.B.5, the Company, may, at its sole discretion, reduce the reimbursement to the Certified Supplier for amounts collected by the Company by the amount owed to the Company.

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#### **RULES AND REGULATIONS**

# C. Billing for Certified Supplier Obligations to Other Parties

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

# D. Guarantee of Payments

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

## E. Amount of Deposits

The deposit shall be equal to the value of Coordination Services Charges the Company projects the Certified Supplier will incur during the next three (3) billing periods based on that Certified Supplier's Supplier's forecasted load obligation.

# F. Return of Deposits

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

# G. Interest on Deposits

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

#### H. Increases to Required Amounts

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

#### H.I. Credit Information

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

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#### **RULES AND REGULATIONS**

#### XIII. LOAD PROFILING AND FORECASTING

#### Α. **Customer Load Forecasting**

The Certified Supplier is responsible for developing an aggregated load forecast for its Customer's Customers' load to satisfy obligations required by this Tariff, and the Transmission Provider OATT.

#### В. **Company Provided Customer Data**

- 1. Monthly Metered Customer Data — The Company shall make available to the Certified Supplier hourly load profiles, transmission and distribution losses and rate class of the Company's retail customers that do not have interval metering. The Company at its discretion may update, add, or modify the load profiles for any or all customer rate classes during the term of this Tariff on a prospective basis.
- Hourly Metered Customer Data The Certified Supplier shall forecast its Customers' load 2. for hourly metered Customers, adjusted for the inclusion of losses.

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

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

Service Voltage Level	Cumulative Loss Factor
138 kV	Loss Factor in the Transmission Provider OATT for ATSI facilities 138kV and above
69 kV	Loss Factor in the Transmission Provider OATT for ATSI facilities 138kV and 69kv —("_("Transmission Factor")")
23 kV to < 69 kV	Transmission Factor + .1%
2.4 kV to < 23 kV	Transmission Factor + 3.0%
2.4 kV	Transmission Factor + 6.7%

The Company reserves the right to file to revise these factors from time to time to reflect changes in system line losses. The Company will make a good faith effort to advise Certified Suppliers of any change in these loss factors more than thirty (30) days in advance of a change when warranted.

#### D. **Transmission Real Power Losses**

Transmission losses for the purposes of reserving transmission service under the Transmission Provider OATT are referenced in the Transmission Provider OATT.

#### E. **Adequacy of Load Profiles**

A Certified Supplier's remedies for any perceived deficiency in the Company's load profiles for monthly metered Customers shall be limited to arranging, at its own expense, for the installation, pursuant to Commission rules and procedures and Company tariffs, of Interval Meter equipment at the Customer's Customer's premises in order to permit the Customer to be forecasted, billed and reconciled as an hourly metered Customer.

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Nothing in this Tariff precludes a Certified Supplier from using its own load profiles at anytime, although the Company will use its own load profiles to determine the energy imbalances at the end of each billing month.

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# **RULES AND REGULATIONS**

# XIV. ENERGY SCHEDULES AND USE OF SCHEDULING COORDINATORS

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

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#### XV. RTOREGIONAL TRANSMISSION ORGANIZATION SETTLEMENTS

#### Α. Agreement

The Certified Supplier agrees that settlements will be provided under the rates, terms and conditions of the Transmission Provider OATT and the applicable business practice manuals.

#### **Billing** В.

The Transmission Provider shall render bills to Certified Suppliers exclusively for services procured to serve retail customers except as otherwise noted in Appendix A.

## C. Consent for Settlement, Resettlement, or Reconciliation

If PJM policies require the Company to obtain consent from the Certified Supplier for initiation of a PJM settlement process, the execution of the Supplier Coordination Agreement shall be deemed as affirmative consent by the Certified Supplier for the settlement or resettlement or reconciliation; and if PJM requires any additional indicia of consent, the Certified Supplier shall provide affirmative consent within ten (10) calendar days of the Company's request.

## C.D. Metered Data Collection

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

- 1. Monthly Metered Customers — Data from monthly metered Customers is collected corresponding to Customers' billing cycles. To reconcile energy mismatches on an hourly basis, the Company shall convert such meter data for Customers to equivalent hourly usage using the appropriate class load profile. Load profiles may be used at the generation level for the inclusion of losses to derive an hour-by-hour usage.
- 2. Interval Metered Customers — Data from interval metered Customers will be collected by the Company on a monthly basis.. To reconcile energy mismatches on an hourly basis, where estimates may have initially been used in the RTO settlement process, the Company will use the actual time interval data. measured energy values once available. The actual interval metered energy consumption will be used at the generation level for the inclusion of losses.
- 3. **Calculation of Load** — Load shall be calculated by the Company according to the Company's Supplier Energy Obligation Manual available on the Company's First Energy Corp. website.

#### **D.E.** Transmission Provider Volume Settlements

On a calendar month basis, monthly metered Customers' actual usage and hourly metered Customers' actual usage shall be aggregated by the Company to arrive at the total hourly aggregated load for each Certified Supplier and submitted to the Transmission Provider in accordance with the Transmission Provider OATT and applicable business practice manuals. Toledo, Ohio P.U.C.O. No. S-2

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# **E**.<u>F.</u> Unaccounted For Energy

Unaccounted for Energy ("UFE") will be determined by comparing the aggregate load of all Certified Suppliers and the Company at the generation level including losses to the FE Ohio Zone load less non retail load for each respective hour. The difference will then be allocated to Customers' load and subsequently to the Certified Supplier based on a ratio of each Certified Supplier's load to the total load of the Certified Suppliers and the Company on an hourly basis. The Company may update the method of allocation of Unaccounted For Energy (UFE) as more detailed data becomes available. The difference, or UFE, shall be assigned directly to the Company.

#### F.G. Meter Data Coordinator

- 1. The Company shall upload required, aggregated customer meter data information on behalf of Certified Suppliers to the Transmission Provider including but not limited to real time hourly energy kWh data, capacity daily load share data and transmission daily load share data for use with financial settlement purposes as required by the Transmission Provider under the Transmission Provider's OATT.
- 2. If requested, the Company will develop load data information, where available, for use by Certified Suppliers where a requirement exists to show compliance with the statutorily mandated alternative energy portfolio standards.

Certified Suppliers supplying retail load in the Company's service territory shall cooperate with the Company to ensure compliance with the applicable requirements under Ohio Revised Code Section 4928.64. A Certified Supplier may allow the Company to calculate a Certified Supplier's baseline and may permit the Company to upload to GATS on the Certified Supplier's behalf the baseline value.

# G.H. PJM Capacity And Transmission Load Share Data

The Company will develop and create capacity and transmission load share data in accordance with Transmission Provider deadlines and practices utilizing procedures outlined in the Supplier Capacity Manual available on the <a href="Company's First Energy Corp.">Corp.</a> website. The Company will appropriately scale and submit each Certified Supplier's capacity and transmission load share data in accordance with Transmission Provider deadlines and practices as described in this Manual.

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# XVI. ALTERNATIVE ENERGY PORTFOLIO STANDARDS

The Certified Supplier is responsible for all aspects of any Alternative Energy Portfolio Standards imposed upon it by law, rule or order and further for any responsibilities imposed by the Commission for meeting the Alternative Energy Portfolio Standards.

Filed pursuant to Order dated May 19, 2011, [DATE] in Case No. 09-78823-301-EL-ATA, SSO before

The Public Utilities Commission of Ohio

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# XVII. SCHEDULING COORDINATORS

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

All Scheduling Coordinators must follow the Transmission Provider's procedures.

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#### **RULES AND REGULATIONS**

#### XVIII. CONFIDENTIALITY OF INFORMATION

#### A. Generally

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

#### B. Customer Information

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

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

# A. Notice of Withdrawal to the Company

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

#### B. Notice to Customers

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

# C. Costs for Noncompliance

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

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

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

- 1. **Notice of Discontinuance to the Company** A Certified Supplier shall provide electronic notice to the Company in a form specified by the Company of all intended discontinuance of service to Customers in a manner consistent with applicable Commission requirements.
- 2. Notice to Customers A Certified Supplier shall provide advance notice to any Customer it intends to stop serving of such intended discontinuance in a manner consistent with any applicable Commission requirements.
- **3. Effective Date of Discontinuance** Any discontinuance will be effective only on a Meter Read Date and in accordance with the Certified Supplier switching rules in this Tariff and the Electric Service Regulations.

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#### **RULES AND REGULATIONS**

#### XX. LIABILITY

# A. General Limitation on Liability

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

# B. Limitation on Liability for Service Interruptions and Variations

The Company does not guarantee continuous, regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the <a href="Company's Company's Company's Control">Company's Company's Company's Company's Company's Company shall not be liable for any loss, cost, damage or expense sustained by reason of damage to or destruction of any property, including the loss of use thereof, arising out of, or in any manner connected with, interruptions in service, variations in service characteristics, high or low voltage, phase failure, phase reversal and the use of electrical appliances.

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

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

#### D. Commission Approval of Above Tariff Language

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

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#### **RULES AND REGULATIONS**

# XXI. DEFAULT, SUSPENSION, AND TERMINATION OF A CERTIFIED SUPPLIER

#### A. Events of Breach

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

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

# B. Rights Upon Breach

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

# C. Rights, Remedies, or Powers

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

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### **RULES AND REGULATIONS**

# D. Termination of Coordination Agreement

A Coordination Agreement will or may be terminated as follows:

- 1. Voluntary Withdrawal of the Certified Supplier from Retail Service In the event the Certified Supplier voluntarily ceases to participate in or otherwise withdraws the provision of Competitive Retail Electric Services to Customers in the Company's Service Territory, the Coordination Agreement between the Certified Supplier and the Company shall terminate thirty (30) days following the date on which the Certified Supplier has no more active Customers.
- 2. The Company's Termination Rights Upon an Event of Violation Breach or Default by Certified Supplier — Notwithstanding any other provision of this Tariff or the Coordination Agreement, in the eventwhere there is an Event of aBreach or default, the Company shall serve written notice of such breach or default in reasonable detail and with a proposed remedy to the Certified Supplier and the Commission. On, or after, the date the default notice has been served, the Company may file with the Commission a written request for authorization to terminate or suspend the Coordination Agreement. Except for breach or default due to non-delivery, if the Commission does not act within ten business days upon receipt of the request, the Company's Company's request to terminate or suspend shall be deemed authorized on the 11th (eleventh) business day. If the breach or default is due to non-delivery, and if the Commission does not act within five business days upon receipt of the request, the Company's Company's request to terminate or suspend shall be deemed authorized on the 6th (sixth) business day. Terminations or suspensions shall require authorization from the Commission. The Company shall send notices pursuant to this section by e-mail, fax,email, overnight mail, or hand delivery to the Commission and staff at the Commission's Commission's offices. The Company shall notify all Commissioners, the Chief of Staff, the Director of the Consumer Services Service Monitoring and Enforcement Department, the Director of the Utilities Rates and Analysis Department, the Director of the Legal Department, and the Chief of the Attorney General's General's Public Utilities section. The Company shall send the notice to the address and email address or fax number provided by the Certified Supplier in its Coordination Agreement.

# E. Effect of Termination of Coordination Agreement

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

#### F. Survival of Obligations

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

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#### **RULES AND REGULATIONS**

# XXII. ALTERNATIVE DISPUTE RESOLUTION

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

Filed pursuant to Order dated May 19, 2011, [DATE], in Case No. 09-78823-301-EL-ATASSO, before

The Public Utilities Commission of Ohio

Effective: June 1, 20112024

# **RULES AND REGULATIONS**

#### XXIII. MISCELLANEOUS

#### A. Notices

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

# B. No Prejudice of Rights

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

# C. Assignment

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

# D. Governing Law

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

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

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#### TECHNICAL SUPPORT AND ASSISTANCE CHARGE

# **AVAILABILITY / APPLICABILITY**

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

Explanation of the Company's communications related to information posted to the VAN site;

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

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

# **TABLE OF CHARGES**

Per hour \$53 / hr

# **CONDITIONS**

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

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

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#### SCHEDULE OF FEES AND CHARGES

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

- 1. Interval Meter Reading For hourly or sub-hourly meter reading information in excess of that provided elsewhere in this Tariff, retrieving and processing data from hourly or sub-hourly meters \$14.50 per Meter per read, per month.
- 2. Certified Supplier Selection \$5.00 per Customer processing fee will be charged to the Certified Supplier for each customer selecting or switching to the Certified Supplier except that the \$5.00 processing fee will not be assessed with respect to any customer accounts associated with a governmental aggregation unless otherwise ruled by the Commission or a court of law.
- 3. Unscheduled Meter Read \$25.00 per meter read.
- 4. Historical Customer Usage Data The Company requires Customer authorization for providing historical customer usage data over and above data normally provided for billing purposes. For historical customer usage data in excess of what is provided elsewhere in this Tariff the charges will be: Up to Twelve (12) months of monthly kW and/or kWh data \$5.00 per account per request. One (1) month of Hourly Load Data (where available) \$37.50 per account per request. Twelve (12) months of Hourly Load Data (where available) \$150 per account per request.

# B. Future Fee and Charge Adjustments.

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

Filed pursuant to Order dated May 19, 2011, [DATE], in Case No. 09-78823-301-EL-ATASSO, before

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Effective: June 1, 20112024

#### **COORDINATION AGREEMENT**

1.0	This Coordination Agreement ("Agreement"), dated as of
	is entered into, by and between THE TOLEDO EDISON COMPANY (the "Company") and
	(Certified Electric
	Generation Supplier or "Certified Supplier").

- 2.0 The Company agrees to supply, and the Certified Supplier agrees to have the Company supply, all "Coordination Services" specified in the Electric Generation Supplier Coordination Tariff. Both Parties agree that such services are necessary to coordinate the delivery of Competitive Retail Electric Services to Customers located within the Company's service territory.
- 3.0 Representations and Warranties.
  - (a) The Certified Supplier hereby represents, warrants and covenants as follows:
    - (i) The Certified Supplier is in compliance, and will continue to comply, with all obligations, rules and regulations, as established and interpreted by the Transmission Provider Open Access Transmission Tariff ("OATT") including applicable FERC orders, that are applicable to the Certified Supplier's serving Customers located in the FE Ohio Zone; and
    - (ii) The Certified Supplier is certified by the Commission to provide Competitive Retail Electric Service to Customers in Ohio and has and will continue to satisfy all other Commission requirements applicable to Certified Suppliers including compliance with the terms and conditions of the Electric Generation Supplier Coordination Tariff.
  - (b) The Company and the Certified Supplier, individually referred to hereafter as the "Party," each represents, warrants and covenants as follows:
    - (i) Each Party's performance of its obligations hereunder has been duly authorized by all necessary action on the part of the Party and does not and will not conflict with or result in a breach of the Party's charter documents or bylaws or any indenture, mortgage, other agreement or instrument, or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which the Party is a party or by which the Party or any of its properties is bound or subject.
    - (ii) This Coordination Agreement is a valid and binding obligation of the Party, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect that affect creditors' rights generally or by general principles of equity.
- 4.0 The Certified Supplier shall provide notice to the Company via facsimile, with a copy delivered pursuant to overnight mail, at such time that the Certified Supplier learns that any of the representations, warranties, or covenants in Section 3.0 of this Coordination Agreement have been violated.
- **5.0** As consideration for Coordination Services provided by the Company, the Certified Supplier shall pay the Company those Coordination Services Charges billed to the Certified Supplier in accordance with the terms and conditions of the Electric Generation Supplier Coordination Tariff.
- **6.0** Coordination Services between the Company and the Certified Supplier will commence on

The Toledo Edison Company Toledo, Ohio

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**7.0** Any notice or request made to or by either Party regarding this Coordination Agreement shall be made to the representative of the other Party as indicated below.

To: The Toledo Edison Company	To: the Certified Supplier
Competitive Energy Supplier Contracts Administrator	
The Toledo Edison Company	
76 South Main Street	
Toledo, Ohio 44308	
Telephone	·
Facsimile	

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

The Toledo Edison Company

Original Sheet 1

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**IN WITNESS WHEREOF**, and intending to be legally bound thereby, THE TOLEDO EDISON COMPANY and the Certified Supplier identified above have caused this Coordination Agreement to be executed by their respective authorized officials.

The	Toledo Edison Company (Company)		(Certified Supplier Company Nam	e)
Ву:	(Signatura)		(Cignoture)	
	(Signature)		(Signature)	
•	(Print or Type Name)		(Print or Type Name)	
•	(Title)	(Date)	(Title)	(Date)

Issued by: Charles E. Jones, Jr., President

Attachment EBS-1

The Toledo Edison Company Original Sheet 1
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# SCHEDULING COORDINATOR DESIGNATION FORM

All Scheduling Coordinators must follow the required scheduling procedures of the Transmission Provider.

Filed pursuant to Order dated May 19, 2011, [DATE], in Case No. 09-78823-301-EL-ATASSO, before

The Public Utilities Commission of Ohio

Toledo, Ohio

Effective: June 1, 20112024

	PJM Billing Statement Line Items (as of July 7, 2014)						
ID#	Resp.	CHARGES	ID#	Resp.	CREDITS		
1000	CRES	Amount Due for Interest on Past Due Charges					
1100	Company	Network Integration Transmission Service	2100	Company	Network Integration Transmission Service		
1101	Company	Network Integration Transmission Service (ATSI Low Voltage)	2101	Company	Network Integration Transmission Service (ATSI Low Voltage)		
1104	Company	Network Integration Transmission Service Offset	2104	Company	Network Integration Transmission Service Offset		
			2106	CRES	Non-Zone Network Integration Transmission Service		
1108	Company	Transmission Enhancement	2108	Company	Transmission Enhancement		
1109	Company	MTEP Project Cost Recovery	2109	Company	MTEP Project Cost Recovery		
1110	CRES	Direct Assignment Facilities	2110	CRES	Direct Assignment Facilities		
1120	CRES	Other Supporting Facilities	2120	CRES	Other Supporting Facilities		
1130	CRES	Firm Point-to-Point Transmission Service	2130	CRES	Firm Point-to-Point Transmission Service		
			2132	CRES	Internal Firm Point-to-Point Transmission Service		
1133	CRES	Firm Point-to-Point Transmission Service Resale	2133	CRES	Firm Point-to-Point Transmission Service Resale		
1135	CRES	Neptune Voluntary Released Transmission Service (Firm)	2135	CRES	Neptune Voluntary Released Transmission Service (Firm)		
1138	CRES	Linden Voluntary Released Transmission Service (Firm)	2138	CRES	Linden Voluntary Released Transmission Service (Firm)		
1140	CRES	Non-Firm Point-to-Point Transmission Service	2140	CRES	Non-Firm Point-to-Point Transmission Service		
			2142	CRES	Internal Non-Firm Point-to-Point Transmission Service		
1143	CRES	Non-Firm Point-to-Point Transmission Service Resale	2143	CRES	Non-Firm Point-to-Point Transmission Service Resale		
1145	CRES	Neptune Voluntary Released Transmission Service (Non-Firm)	2145	CRES	Neptune Voluntary Released Transmission Service (Non-Firm)		
1146	CRES	Neptune Default Released Transmission Service (Non-Firm)	2146	CRES	Neptune Default Released Transmission Service (Non-Firm)		
1147	CRES	Neptune Unscheduled Usage Billing Allocation					
1155	CRES	Linden Voluntary Released Transmission Service (Non-Firm)	2155	CRES	Linden Voluntary Released Transmission Service (Non-Firm)		
1156	CRES	Linden Default Released Transmission Service (Non-Firm)	2156	CRES	Linden Default Released Transmission Service (Non-Firm)		
1157	CRES	Linden Unscheduled Usage Billing Allocation					
1200	CRES	Day-ahead Spot Market Energy					
1205	CRES	Balancing Spot Market Energy					
1210	CRES	Day-ahead Transmission Congestion	2210	CRES	Transmission Congestion		
1215	CRES	Balancing Transmission Congestion	00:-	0000			
	0	Discours Desired Comments of 11/1/2	2217	CRES	Planning Period Excess Congestion		
14040	Company	Planning Period Congestion Uplift	2218	Company	Planning Period Congestion Uplift		
1218					Transmission Losses		
1220	CRES	Day-ahead Transmission Losses	2220	CRES			
		Day-ahead Transmission Losses Balancing Transmission Losses Inadvertent Interchange	2220	CRES			
1220 1225	CRES CRES	Balancing Transmission Losses	2240	CRES	Day-ahead Economic Load Response		

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ID#		PJM Billing Statement Line Items (as of July 7, 2014)						
	Resp.	CHARGES		Resp.	CREDITS			
1242	CRES	Day-Ahead Load Response Charge Allocation		поор				
1243	CRES	Real-Time Load Response Charge Allocation						
1245	CRES	Emergency Load Response	2245	CRES	Emergency Load Response			
1250	Company	Meter Error Correction						
1260	Company	Emergency Energy	2260	Company	Emergency Energy			
1301	CRES	PJM Scheduling, System Control and Dispatch Service - Control Area Administration						
1302	CRES	PJM Scheduling, System Control and Dispatch Service - FTR Administration						
1303	CRES	PJM Scheduling, System Control and Dispatch Service - Market Support						
1304	CRES	PJM Scheduling, System Control and Dispatch Service - Regulation Market Administration						
1305	CRES	PJM Scheduling, System Control and Dispatch Service - Capacity Resource/Obligation Mgmt.						
1306	CRES	PJM Scheduling, System Control and Dispatch Service - Advanced Second Control Center						
1307	CRES	PJM Scheduling, System Control and Dispatch Service - Market Support Offset						
1308	CRES	PJM Scheduling, System Control and Dispatch Service Refund - Control Area Administration						
1309	CRES	PJM Scheduling, System Control and Dispatch Service Refund - FTR Administration						
1310	CRES	PJM Scheduling, System Control and Dispatch Service Refund - Market Support						
1311	CRES	PJW Scneduling, System Control and Dispatch Service Refund - Regulation Market Administration						
1312	CRES	PJM Scheduling, System Control and Dispatch Service Refund - Capacity Resource/Obligation Mgmt.						
1313	CRES	PJM Settlement, Inc.						
1314	CRES	Market Monitoring Unit (MMU) Funding						
1315	CRES	FERC Annual Charge Recovery						
1316	CRES	Organization of PJM States, Inc. (OPSI) Funding						
1317	CRES	North American Electric Reliability Corporation (NERC)						
1318	CRES	Reliability First Corporation (RFC)						
1320	Company	Transmission Owner Scheduling, System Control and Dispatch Service	2320	Company	Transmission Owner Scheduling, System Control and Dispatch Service			
1330	Company	Reactive Supply and Voltage Control from Generation and Other Sources Service	2330	Company	Reactive Supply and Voltage Control from Generation and Other Sources Service			
1340	CRES	Regulation and Frequency Response Service	2340	CRES	Regulation and Frequency Response Service			
1350	CRES	Energy Imbalance Service	2350	CRES	Energy Imbalance Service			
1360	CRES	Synchronized Reserve	2360	CRES	Synchronized Reserve			
1362	CRES	Non-Synchronized Reserve	2362	CRES	Non-Synchronized Reserve			
1365	CRES	Day-ahead Scheduling Reserve	2365	CRES	Day-ahead Scheduling Reserve			
1370	CRES	Day-ahead Operating Reserve	2370	CRES	Day-ahead Operating Reserve			
1371	CRES	Day-ahead Operating Reserve for Load Response	2371	CRES	Day-ahead Operating Reserve for Load Response			
1375	Company	Balancing Operating Reserve	2375	Company	Balancing Operating Reserve			
	Company	Balancing Operating Reserve for Load Response	2376		Balancing Operating Reserve for Load Response			

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	PJM Billing Statement Line Items (as of July 7, 2014)						
ID#	Resp.	CHARGES		Resp.	CREDITS		
1377	CRES	Synchronous Condensing	2377	CRES	Synchronous Condensing		
1378	Company	Reactive Services	2378	Company	Reactive Services		
1380	CRES	Black Start Service	2380	CRES	Black Start Service		
1400	CRES	Load Reconciliation for Spot Market Energy					
1410	CRES	Load Reconciliation for Transmission Congestion					
1420	CRES	Load Reconciliation for Transmission Losses	2420	CRES	Load Reconciliation for Transmission Losses		
1430	CRES	Load Reconciliation for Inadvertent Interchange					
1440	CRES	Load Reconciliation for PJM Scheduling, System Control and Dispatch Service					
1441	CRES	Load Reconciliation for PJM Scheduling, System Control and Dispatch Service Refund					
1442	CRES	Load Reconciliation for Schedule 9-6 - Advanced Second Control Center					
1444	CRES	Load Reconciliation for Market Monitoring Unit (MMU) Funding					
1445	CRES	Load Reconciliation for FERC Annual Charge Recovery					
1446	CRES	Load Reconciliation for Organization of PJM States, Inc. (OPSI) Funding					
1447	CRES	Load Reconciliation for North American Electric Reliability Corporation (NERC)					
1448	CRES	Load Reconciliation for Reliability First Corporation (RFC)					
1450	Company	Load Reconciliation for Transmission Owner Scheduling, System Control and Dispatch Service					
1460	CRES	Load Reconciliation for Regulation and Frequency Response Service					
1470	CRES	Load Reconciliation for Synchronized Reserve					
1472	CRES	Load Reconciliation for Non-Synchronized Reserve					
1475	CRES	Load Reconciliation for Day-ahead Scheduling Reserve					
1478	CRES	Load Reconciliation for Balancing Operating Reserve					
1480	CRES	Load Reconciliation for Synchronous Condensing					
1490	CRES	Load Reconciliation for Reactive Services					
1500	CRES	Financial Transmission Rights Auction	2500	CRES	Financial Transmission Rights Auction		
			2510	CRES	Auction Revenue Rights		
1600	CRES	RPM Auction	2600	CRES	RPM Auction		
1610	CRES	Locational Reliability					
			2620	CRES	Interruptible Load for Reliability		
			2630	CRES	Capacity Transfer Rights		
1053	00=0		2640	CRES	Incremental Capacity Transfer Rights		
1650	CRES	Auction Specific MW Capacity Transaction	2650	CRES	Auction Specific MW Capacity Transaction		
1660	CRES	Demand Resource and ILR Compliance Penalty	2660	CRES	Demand Resource and ILR Compliance Penalty		
1661	CRES	Capacity Resource Deficiency	2661	CRES	Capacity Resource Deficiency		
1662	CRES	Generation Resource Rating Test Failure	2662	CRES	Generation Resource Rating Test Failure		

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	PJM Billing Statement Line Items (as of July 7, 2014)						
ID#	Resp.	CHARGES	ID#	Resp.	CREDITS		
1663	CRES	Qualifying Transmission Upgrade Compliance Penalty	2663	CRES	Qualifying Transmission Upgrade Compliance Penalty		
1664	CRES	Peak Season Maintenance Compliance Penalty	2664	CRES	Peak Season Maintenance Compliance Penalty		
1665	CRES	Peak-Hour Period Availability	2665	CRES	Peak-Hour Period Availability		
1666	CRES	Load Management Test Failure	2666	CRES	Load Management Test Failure		
1670	CRES	FRR LSE Reliability	2670	CRES	FRR LSE Reliability		
1680	CRES	FRR LSE Demand Resource and ILR Compliance Penalty	2680	CRES	FRR LSE Demand Resource and ILR Compliance Penalty		
1681	CRES	FRR LSE Capacity Resource Deficiency	2681	CRES	FRR LSE Capacity Resource Deficiency		
1682	CRES	FRR LSE Generation Resource Rating Test Failure	2682	CRES	FRR LSE Generation Resource Rating Test Failure		
1683	CRES	FRR LSE Qualifying Transmission Upgrade Compliance Penalty	2683	CRES	FRR LSE Qualifying Transmission Upgrade Compliance Penalty		
1684	CRES	FRR LSE Peak Season Maintenance Compliance Penalty	2684	CRES	FRR LSE Peak Season Maintenance Compliance Penalty		
1685	CRES	FRR LSE Peak-Hour Period Availability	2685	CRES	FRR LSE Peak-Hour Period Availability		
1686	CRES	FRR LSE Load Management Test Failure	2686	CRES	FRR LSE Load Management Test Failure		
1687	CRES	FRR LSE Schedule 9-5	2687	CRES	FRR LSE Schedule 9-5		
1688	CRES	FRR LSE Schedule 9-6	2688	CRES	FRR LSE Schedule 9-6		
1710	CRES	PJM/MISO Seams Elimination Cost Assignment	2710	CRES	PJM/MISO Seams Elimination Cost Assignment		
1712	CRES	Intra-PJM Seams Elimination Cost Assignment	2712	CRES	Intra-PJM Seams Elimination Cost Assignment		
1720	CRES	RTO Start-up Cost Recovery	2720	CRES	RTO Start-up Cost Recovery		
1730	CRES	Expansion Cost Recovery	2730	CRES	Expansion Cost Recovery		
1900	CRES	Unscheduled Transmission Service					
1910	CRES	Ramapo Phase Angle Regulators	2910	CRES	Ramapo Phase Angle Regulators		
1911	CRES	Michigan - Ontario Interface Phase Angle Regulators					
			2912	CRES	CT Lost Opportunity Cost Allocation		
1920	CRES	Station Power					
1930	Company	Generation Deactivation	2930	Company	Generation Deactivation		
1932	Company	Generation Deactivation Refund	2932	Company	Generation Deactivation Refund		
1950	CRES	Virginia Retail Administrative Fee	2950	CRES	Virginia Retail Administrative Fee		
1952	CRES	Deferred Tax Adjustment	2952	CRES	Deferred Tax Adjustment		
1955	CRES	Deferral Recovery	2955	CRES	Deferral Recovery		
1980	CRES	Miscellaneous Bilateral	2980	CRES	Miscellaneous Bilateral		
1995	CRES	PJM Annual Membership Fee					
			2996	CRES	Annual PJM Cell Tower		
			2997	CRES	Annual PJM Building Rent		
1999	CRES	PJM Customer Payment Default					

# APPENDIX A

	PJM Billing Statement Line Items					
<u>ID#</u>	Resp.	CHARGES	<u>ID #</u>	Resp.	CREDITS	
1000	CRES	Amount Due for Interest on Past Due Charges	-	-	-	
<u>1100</u>	<u>EDU</u>	Network Integration Transmission Service	<u>2100</u>	<u>EDU</u>	Network Integration Transmission Service	
<u>1101</u>	<u>EDU</u>	Network Integration Transmission Service (ATSI Low Voltage)	<u>2101</u>	<u>EDU</u>	Network Integration Transmission Service (ATSI Low Voltage)	
<u>1104</u>	<u>EDU</u>	Network Integration Transmission Service Offset	<u>2104</u>	<u>EDU</u>	Network Integration Transmission Service Offset	
_	-	-	<u>2106</u>	CRES	Non-Zone Network Integration Transmission Service	
<u>1108</u>	<u>EDU</u>	Transmission Enhancement	<u>2108</u>	<u>EDU</u>	Transmission Enhancement	
<u>1109</u>	<u>EDU</u>	MTEP Project Cost Recovery	<u>2109</u>	<u>EDU</u>	MTEP Project Cost Recovery	
<u>1110</u>	CRES	Direct Assignment Facilities	<u>2110</u>	CRES	<u>Direct Assignment Facilities</u>	
<u>1115</u>	<u>EDU</u>	Transmission Enhancement Settlement Charge				
<u>1120</u>	CRES	Other Supporting Facilities	<u>2120</u>	CRES	Other Supporting Facilities	
<u>1130</u>	CRES	Firm Point-to-Point Transmission Service	<u>2130</u>	CRES	Firm Point-to-Point Transmission Service	
-	-	-	<u>2132</u>	CRES	Internal Firm Point-to-Point Transmission Service	
<u>1133</u>	CRES	Firm Point-to-Point Transmission Service Resale	<u>2133</u>	CRES	Firm Point-to-Point Transmission Service Resale	
<u>1135</u>	CRES	Neptune Voluntary Released Transmission Service (Firm)	<u>2135</u>	CRES	Neptune Voluntary Released Transmission Service (Firm)	
<u>1138</u>	CRES	Linden Voluntary Released Transmission Service (Firm)	<u>2138</u>	CRES	Linden Voluntary Released Transmission Service (Firm)	
<u>1140</u>	CRES	Non-Firm Point-to-Point Transmission Service	<u>2140</u>	CRES	Non-Firm Point-to-Point Transmission Service	
-	-	-	<u>2142</u>	CRES	Internal Non-Firm Point-to-Point Transmission Service	
1143	CRES	Non-Firm Point-to-Point Transmission Service Resale	<u>2143</u>	CRES	Non-Firm Point-to-Point Transmission Service Resale	
<u>1145</u>	CRES	Neptune Voluntary Released Transmission Service (Non-Firm)	<u>2145</u>	CRES	Neptune Voluntary Released Transmission Service (Non-Firm)	
<u>1146</u>	CRES	Neptune Default Released Transmission Service (Non-Firm)	<u>2146</u>	CRES	Neptune Default Released Transmission Service (Non-Firm)	
<u>1147</u>	CRES	Neptune Unscheduled Usage Billing Allocation	_	-	-	
<u>1155</u>	CRES	<u>Linden Voluntary Released</u> <u>Transmission Service (Non-Firm)</u>	<u>2155</u>	CRES	<u>Linden Voluntary Released</u> <u>Transmission Service (Non-Firm)</u>	

Filed pursuant to OrdersOrder dated May 19, 2011 and March 31, 2016, [DATE], in Case No. 09 788 EL ATA

Effective: June 1, 20162024

# Toledo, Ohio

# APPENDIX A

1156 CRE	Linden Default Released Transmission Service (Non-Firm)	2156	CRES	Linden Default Released
	Transmission Service (Non-Firm)	7 130		<u> </u>
		2.00	CINES	Transmission Service (Non-Firm)
1157 CRE	Linden Unscheduled Usage Billing			
1101 OKL	Allocation Allocation	-	-	-
1200 CRE	S Day-ahead Spot Market Energy	_	1	_
1205 CRE	S Balancing Spot Market Energy	_	_	_
1210 CRE	S Day-ahead Transmission Congestion	2210	CRES	Transmission Congestion
1215 CRE	<u>S</u> <u>Balancing Transmission Congestion</u>	_	-	_
_	_	2217	CRES	Planning Period Excess Congestion
4040 50	Discourse David LO constitution		EDII	
1218 ED	Planning Period Congestion Uplift	<u>2218</u>	<u>EDU</u>	Planning Period Congestion Uplift
<u>1220</u> CRE	S Day-ahead Transmission Losses	<u>2220</u>	CRES	Transmission Losses
<u>1225</u> CRE	<u>Balancing Transmission Losses</u>	_	1	_
1230 CRE	S Inadvertent Interchange	_	1	_
1240 CRE	Day-ahead Economic Load	2240	CRES	Day-ahead Economic Load
1240 <u>Orte</u>	Response Response	2240	ORLO	Response
1241 CRE	S Real-time Economic Load Response	2241	CRES	Real-time Economic Load Response
	Day-Ahead Load Response Charge			Response
1242 CRE	Allocation	_	-	-
1243 CRE	Real-Time Load Response Charge			
1243 CKL	Allocation Allocation	_	-	-
<u>1245</u> <u>CRE</u>	<u>Emergency Load Response</u>	<u>2245</u>	CRES	Emergency Load Response
1250 ED	Meter Error Correction	_	-	-
1260 ED	Emergency Energy	2260	<u>EDU</u>	Emergency Energy
	PJM Scheduling, System Control and			
1301 CRE			_	
	<u>Administration</u>			
1302 CRE		-	-	-
1303 CRE	<u>PJM Scheduling, System Control and</u> <u>Dispatch Service - Market Support</u>	_	_	_
	PJM Scheduling, System Control and			
1304 CRE				
	Administration	_	_	-
	PJM Scheduling, System Control and			
1305 CRE		_	_	_
	Resource/Obligation Mgmt.			
1306 CRE	PJM Scheduling, System Control and Dispatch Service - Advanced Second			
1300   CRE	Control Center	-	-	-
	PJM Scheduling, System Control and			
1307 CRE				
	Offset			
	PJM Scheduling, System Control and Dispatch Service - Control Area Administration PJM Scheduling, System Control and Dispatch Service - FTR Administration	<u>2260</u> -	EDU - -	Emergency Energy -

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ı	l		1		
		PJM Scheduling, System Control and			
<u>1308</u>	CRES	Dispatch Service Refund - Control	_	-	-
		Area Administration			
		PJM Scheduling, System Control and			
<u>1309</u>	CRES	Dispatch Service Refund - FTR	_	-	_
		Administration			
		PJM Scheduling, System Control and			
<u>1310</u>	CRES	Dispatch Service Refund - Market	_	_	_
		Support			
		PJM Scheduling, System Control and			
<u>1311</u>	CRES	Dispatch Service Refund -	_	_	_
		Regulation Market Administration			
		PJM Scheduling, System Control and			
<u>1312</u>	CRES	Dispatch Service Refund - Capacity	_	_	_
		Resource/Obligation Mgmt.			
1313	CRES	PJM Settlement, Inc.			
		Market Monitoring Unit (MMU)	_		_
<u>1314</u>	CRES	Funding	_	-	_
1315	CRES	FERC Annual Charge Recovery			
		Organization of PJM States, Inc.	_		-
<u>1316</u>	CRES	(OPSI) Funding	_	-	-
		North American Electric Reliability			
<u>1317</u>	CRES	Corporation (NERC)	_	-	_
1318	CRES	Reliability First Corporation (RFC)			
1010	<u> </u>	remaining i not corporation (iti o)	-	-	Transmission Owner Scheduling,
1320	EDU	Transmission Owner Scheduling,	2320	EDU	System Control and Dispatch
1320	LDO	System Control and Dispatch Service	2320	LDO	Service
		Reactive Supply and Voltage Control			Reactive Supply and Voltage
1330	EDU	from Generation and Other Sources	2330	EDU	Control from Generation and Other
1000	LDO	Service	2000	<u>LDO</u>	Sources Service
		Regulation and Frequency Response			Regulation and Frequency
<u>1340</u>	CRES	Service	<u>2340</u>	<u>CRES</u>	Response Service
1350	CRES	Energy Imbalance Service	2350	CRES	Energy Imbalance Service
<u>1360</u>	CRES	Synchronized Reserve	<u>2360</u>	CRES	Synchronized Reserve
<u>1362</u>	CRES	Non-Synchronized Reserve	2362	CRES	Non-Synchronized Reserve
<u>1365</u>	CRES	Day-ahead Scheduling Reserve	<u>2365</u>	CRES	Day-ahead Scheduling Reserve
<u>1370</u>	CRES	<u>Day-ahead Operating Reserve</u>	<u>2370</u>	CRES	<u>Day-ahead Operating Reserve</u>
1371	CRES	Day-ahead Operating Reserve for	2371	CRES	Day-ahead Operating Reserve for
	<u> </u>	Load Response	2011	<u> </u>	Load Response
1375	<u>EDU</u>	Balancing Operating Reserve	2375	<u>EDU</u>	Balancing Operating Reserve
		Balancing Operating Reserve for			Balancing Operating Reserve for
<u>1376</u>	<u>EDU</u>	Load Response	<u>2376</u>	<u>EDU</u>	Load Response
		Synchronous Condensing	2377	CRES	Synchronous Condensing
1377	CRES				
<u>1377</u>	CRES	<del></del>			
<u>1377</u> <u>1378</u>	CRES EDU	Reactive Services	2378	<u>EDU</u>	Reactive Services
		<del></del>		EDU CRES	Reactive Services  Black Start Service

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1400     CRES     Load Reconciliation for Spot Market Energy     -     -     -     -       1410     CRES     Load Reconciliation for Transmission Congestion     -     -     -     -	
1410 CRES Load Reconciliation for Transmission	
Load Paganciliation for Transmission Load Pagancilia	ation for
1420 CRES Losses 2420 CRES Transmission L	
Load Reconciliation for Inadvertent	<u>-03303</u>
1430 CRES Interchange	
Load Reconciliation for PJM	
1440 CRES Scheduling, System Control and	
Dispatch Service	
Load Reconciliation for PJM	
1441 CRES Scheduling, System Control and	
Dispatch Service Refund	
Load Reconciliation for Schedule 9-6	
1442 CRES - Advanced Second Control Center	
Load Reconciliation for Market	
1444 CRES Monitoring Unit (MMU) Funding	
Load Reconciliation for FERC Annual	
1445 CRES Charge Recovery	
1446 CRES Load Reconciliation for Organization of PJM States, Inc. (OPSI) Funding	
Load Reconciliation for North  American Floatric Polichility	
1447   CRES   American Electric Reliability   Corporation (NERC)	
Load Reconciliation for Reliability	
1448 CRES First Corporation (RFC)	
Load Reconciliation for Transmission	
1450 EDU Owner Scheduling, System Control	
and Dispatch Service	
Load Reconciliation for Regulation	
1460 CRES and Frequency Response Service	
Load Reconciliation for Synchronized	
1470   CRES   Reserve	
Load Reconciliation for Non-	
1472 CRES Synchronized Reserve	
Load Reconciliation for Day-shead	
1475   CRES   Scheduling Reserve	
Load Reconciliation for Balancing	
1478 CRES Operating Reserve	
Load Reconciliation for Synchronous	
1480 CRES Condensing	
Load Reconciliation for Reactive	
1490   CRES   Services	
Financial Transmission Rights Financial Trans	smission Rights
1500   CRES   Auction   2500   CRES   Auction   Auction	ormodori ragina
	ue Righte
ZOTO   CRES   AUCTION Reven	ue Mynto
1600 CRES RPM Auction 2600 CRES RPM Auction	

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<u>1610</u>	CRES	Locational Reliability	_	_	_
_	_	_	<u>2620</u>	CRES	Interruptible Load for Reliability
_	_	_	<u>2630</u>	<u>CRES</u>	Capacity Transfer Rights
_	-	-	<u>2640</u>	CRES	Incremental Capacity Transfer Rights
<u>1650</u>	CRES	Auction Specific MW Capacity <u>Transaction</u>	<u>2650</u>	CRES	Auction Specific MW Capacity <u>Transaction</u>
<u>1660</u>	CRES	Demand Resource and ILR Compliance Penalty	<u>2660</u>	CRES	Demand Resource and ILR Compliance Penalty
<u>1661</u>	CRES	Capacity Resource Deficiency	<u>2661</u>	CRES	Capacity Resource Deficiency
<u>1662</u>	CRES	Generation Resource Rating Test Failure	<u>2662</u>	CRES	Generation Resource Rating Test Failure
<u>1663</u>	CRES	Qualifying Transmission Upgrade Compliance Penalty	<u>2663</u>	CRES	Qualifying Transmission Upgrade Compliance Penalty
<u>1664</u>	CRES	Peak Season Maintenance Compliance Penalty	<u>2664</u>	CRES	Peak Season Maintenance Compliance Penalty
<u>1665</u>	CRES	Peak-Hour Period Availability	<u>2665</u>	CRES	Peak-Hour Period Availability
<u>1666</u>	CRES	Load Management Test Failure	<u>2666</u>	CRES	Load Management Test Failure
<u>1670</u>	CRES	FRR LSE Reliability	<u>2670</u>	CRES	FRR LSE Reliability
<u>1680</u>	CRES	FRR LSE Demand Resource and ILR Compliance Penalty	<u>2680</u>	CRES	FRR LSE Demand Resource and ILR Compliance Penalty
<u>1681</u>	CRES	FRR LSE Capacity Resource  Deficiency	<u>2681</u>	CRES	FRR LSE Capacity Resource Deficiency
<u>1682</u>	CRES	FRR LSE Generation Resource Rating Test Failure	<u>2682</u>	CRES	FRR LSE Generation Resource Rating Test Failure
<u>1683</u>	CRES	FRR LSE Qualifying Transmission Upgrade Compliance Penalty	<u>2683</u>	CRES	FRR LSE Qualifying Transmission Upgrade Compliance Penalty
<u>1684</u>	CRES	FRR LSE Peak Season Maintenance Compliance Penalty	<u>2684</u>	CRES	FRR LSE Peak Season Maintenance Compliance Penalty
<u>1685</u>	CRES	FRR LSE Peak-Hour Period Availability	<u>2685</u>	CRES	FRR LSE Peak-Hour Period Availability
<u>1686</u>	CRES	FRR LSE Load Management Test Failure	<u>2686</u>	CRES	FRR LSE Load Management Test Failure
<u>1687</u>	CRES	FRR LSE Schedule 9-5	<u>2687</u>	CRES	FRR LSE Schedule 9-5
<u>1688</u>	CRES	FRR LSE Schedule 9-6	<u>2688</u>	<u>CRES</u>	FRR LSE Schedule 9-6
<u>1710</u>	CRES	PJM/MISO Seams Elimination Cost Assignment	<u>2710</u>	CRES	PJM/MISO Seams Elimination Cost Assignment
<u>1712</u>	CRES	Intra-PJM Seams Elimination Cost Assignment	<u>2712</u>	CRES	Intra-PJM Seams Elimination Cost Assignment
<u>1720</u>	CRES	RTO Start-up Cost Recovery	<u>2720</u>	<u>CRES</u>	RTO Start-up Cost Recovery
<u>1730</u>	CRES	Expansion Cost Recovery	<u>2730</u>	CRES	Expansion Cost Recovery
<u>1900</u>	CRES	Unscheduled Transmission Service	_	_	_
<u>1910</u>	CRES	Ramapo Phase Angle Regulators	<u>2910</u>	CRES	Ramapo Phase Angle Regulators
<u>1911</u>	CRES	Michigan - Ontario Interface Phase Angle Regulators	-	-	-

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_	_	_	<u>2912</u>	CRES	CT Lost Opportunity Cost Allocation
<u>1920</u>	CRES	Station Power	_	-	-
<u>1930</u>	<u>EDU</u>	Generation Deactivation	<u>2930</u>	<u>EDU</u>	Generation Deactivation
<u>1932</u>	<u>EDU</u>	Generation Deactivation Refund	<u>2932</u>	<u>EDU</u>	Generation Deactivation Refund
<u>1950</u>	CRES	Virginia Retail Administrative Fee	<u>2950</u>	CRES	Virginia Retail Administrative Fee
<u>1952</u>	CRES	Deferred Tax Adjustment	<u>2952</u>	CRES	Deferred Tax Adjustment
<u>1955</u>	CRES	Deferral Recovery	<u>2955</u>	CRES	<u>Deferral Recovery</u>
<u>1980</u>	CRES	Miscellaneous Bilateral	<u>2980</u>	CRES	Miscellaneous Bilateral
<u>1995</u>	CRES	PJM Annual Membership Fee	_	_	-
_	_	-	2996	CRES	Annual PJM Cell Tower
_	_	-	2997	CRES	Annual PJM Building Rent
<u>1999</u>	CRES	PJM Customer Payment Default	-	_	-