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January 16, 2015

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
400 North Street, 2<sup>nd</sup> Floor North  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Re: Feasterville Mobil Oil Corp vs. PECO Energy Company, and FirstEnergy  
Solutions Corp  
Docket No. C-2014-2456918

Dear Ms. Chiavetta:

Please be advised that I represent Feasterville Mobil Oil Corp. Enclosed please find Response to Answer and New Matter in connection with the above referenced matter for filing. Please accept this letter as Certification that a copy of this letter, and the enclosed Response has been served upon:

David P. Zambito, Esquire  
D. Troy Sellars, Esquire  
305 North Front Street, Suite 400  
Harrisburg, PA 17101-1236

Brian J. Knipe, Esquire  
First Energy Solutions Corp  
76 S. Main Street  
Akron, OH 44308

Very truly yours,

  
RICHARD W. HOGAN

RWH/cd  
Enclosure

cc; Mr. Anil Aggarwal  
David P. Zambito, Esq/D. Troy Sellars, Esq  
Brian J. Knipe, Esq

RECEIVED  
2015 JAN 21 AM 10:49  
PA.P.U.C.  
SECRETARY'S BUREAU

**BEFORE THE PENNSYLVANIA  
PUBLIC UTILITY COMMISSION**

RECEIVED  
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SECRETARY'S BUREAU

FEASTERVILLE MOBIL OIL CORP. :  
:   
Complainant :   
: DOCKET NO. C-2014-2456918  
vs. :   
:   
PECO ENERGY COMPANY, and FIRST :   
ENERGY SOLUTIONS CORP., :   
:   
Respondents. :

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RESPONSE TO ANSWER AND NEW MATTER

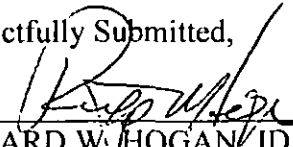
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Now Comes Feasterville Mobil Oil Corp., by and through its attorney, Richard W. Hogan, JD, and hereby files this Response to the Answer and New Matter of PECO Energy Company and First Energy Solutions Corp.

Complainant will rely upon the attached Terms and Conditions provided to it by First Energy Solutions, and Complainants testimony. Complainant reserves the right to add additional defense as appropriate in response to the discovery of the Respondents.

Wherefore, Feasterville Mobil Oil Corp. respectfully requests that an Order be entered in its favor by Ordering the relief sought by Complainant.

Respectfully Submitted,

  
RICHARD W. HOGAN, JD  
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**FirstEnergy Solutions Corp. – Small Commercial Terms and Conditions**

These Terms and Conditions together with the enrollment materials are your agreement for electric generation service with FirstEnergy Solutions Corp. ("FES"). Please keep a copy for your records.

FES is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio and is an affiliate of Ohio Edison, Toledo Edison, and Cleveland Electric Illuminating companies. As a Competitive Retail Electric Service ("CRES") provider, FES will supply the electric generation to Duke Energy Ohio, your Electric Distribution Utility ("EDU"), based on your usage. Your EDU then distributes or delivers the electricity to you. FES sets the generation prices and charges that the customers pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

**DEFINITIONS:**

**Generation Charge** – Charge for the production of electricity.

**Transmission Charge** – Charge for moving high voltage electricity from a generation facility to the distribution lines of an EDC.

**Distribution Service** – Basic service for delivering electricity over a distribution system to a customer from the transmission system.

**RTO** – Regional Transmission Organization.

**Right of Rescission** - Once you have been enrolled to receive generation service from FES, your EDU will send you a confirmation letter. If you are a small commercial customer with total annual usage below 700,000 kilowatt-hours ("kWh"), you have a right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by following the instructions contained in the letter. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement.

**TERMS AND CONDITIONS OF SERVICE**

- 1. Eligibility.** Any small commercial customer accounts that are on rate code(s) DS or DM (referred to here as "Customer") with annual usage that does not exceed 700,000 kWh per account and does not exceed two (2) million annual kWh in aggregate for multiple accounts are eligible for this offer from FES (herein referred to as "Customer"). FES reserves the right to refuse enrollment to any Customer with an outstanding balance. No other rate codes will be accepted.
- 2. Basic Service Prices.** During the term of this Agreement, you agree to pay FES a fixed price of 5.12 cents per kWh for a combined Transmission, Generation and Generation Related Charges. In addition to FES' charges, you will be charged by your EDU for distribution and various other charges. In addition to the charges described above, if any RTO or similar entity, EDU, governmental entity or agency, North American Electric Reliability Corporation and other industry reliability organization, or court requires a change to the terms of the Agreement, or imposes upon FES new or additional charges or requirements, or a change in the method or procedure for determining charges or requirements, relating to your electric supply under this Agreement (any of the foregoing, a "Pass-Through Event"), which are not otherwise reimbursed to FES, Customer agrees that FES may pass through any additional cost of such Pass-Through Event, which may be variable, to Customer. Changes may include, without limitation, transmission or capacity requirements, new or modified charges or shopping credits, and other changes to retail electric customer access programs.
- 3. Length of Agreement.** Your service from FES will commence with the next available meter reading following the applicable seven (7) day rescission period, the acceptance of the enrollment request by FES (at its discretion and consistent with Paragraph 7 below), and the processing of the enrollment by your EDU. Your service will continue until your May, 2014 meter read date.
- 4. Billing.** You will receive a consolidated bill from your EDU for both your FES and EDU charges. FES does not offer budget billing. If you do not pay your bill by the due date, FES may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay FES for any electricity used before this Agreement is cancelled as well as any late payment charges. FES reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Furthermore, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.
- 5. Penalties, Fees and Exceptions.** Your EDU may charge you switching fees. If you do not pay the full amount owed FES by the due date of the bill, FES may charge a 1.5% per month late payment fee.
- 6. Cancellation/Termination Provisions.** If this agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move outside the CRES provider's service area or into an area where the CRES provider charges a different price, by providing FES with a thirty (30) day written notice. If you terminate this Agreement for any other reason, except as expressly provided herein, you will be charged a termination fee according to the following schedule: \$1,000 for each account less than 100,000 annual kWh, \$3,000 for each account between 100,001 annual kWh and 400,000 annual kWh, and \$5,000 for each account greater than annual 400,000 kWh. Customer and FES both agree that the following will constitute force majeure events under this Agreement and that FES shall have the right to terminate or modify the agreement without liability if: (1) the Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a PTC that is equal to or less than the comparable annualized generation and transmission rates and riders in effect as of the effective date of this Agreement or (2) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action. In the event that the program is terminated, you will be returned to your EDU's standard service offer. Upon termination with FES and

return to standard offer service with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

- 7. Customer Consent and Information Release Authorization.** By choosing to accept this offer from FES you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. FES reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by FES following acceptance of your enrollment request by FES, the end of the seven (7) day rescission period and subsequent acceptance of the enrollment by your EDU.
- 8. Contract Expiration / Automatic Renewal.** At the end of its term, this Agreement will expire, or at FES' option, automatically renew for a term that shall not exceed the initial term unless you affirmatively cancel the Agreement. The termination fee during any renewal term will be \$25. You will receive two notifications from FES in the thirty-five (35) to ninety (90) days that precede either the expiration date of this Agreement or the effective date of any changes FES proposes to its terms of service. The first notice will be a written one. In these advance notifications, FES will explain your options, which may include renewing the Agreement, the specified rate, proposed changes if any, and what actions you must take to cancel the Agreement. You are responsible for arranging your electric supply upon the expiration of the Agreement.
- 9. Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8AM – 5PM EST or in writing at 341 White Pond Drive B2, Attn: Contract Administration, Akron, OH 44320. Our web address is [www.fes.com](http://www.fes.com). If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).
- 10. Miscellaneous.** You have the right to request from FES, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. FES is prohibited from disclosing a Customer's Social Security number and/or account number(s) without the Customer's written consent except for the FES' collections and reporting, participating in programs funded by the universal service fund, pursuant to section 4928.54 of the Revised Code, or assigning a customer's contract to another CRES provider. FES' environmental disclosure statement is available for viewing on our website – [www.fes.com](http://www.fes.com). You agree that FES will make the required quarterly updates to the statement electronically on our website. FES will also provide the information upon request. FES may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO. FES assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your local EDU. Customer is responsible for providing FES with accurate account information. If said information is incorrect, FES reserves the right to reprice the applicable account(s) or terminate the Agreement. FES reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this program. Customer authorizes, but does not obligate, FES to exercise customer's governmental aggregation opt-out rights.
- 11. Warranty.** FES warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

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