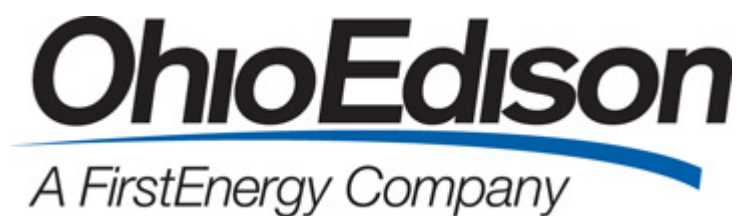


**P.U.C.O. No. 11**



**SCHEDULE OF RATES  
FOR  
ELECTRIC SERVICE**

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Filed pursuant to Order dated January 9, 2008, in Case No. 07-1003-EL-ATA, before

The Public Utilities Commission of Ohio

Issued by: Anthony J. Alexander, President

Effective: April 1, 2008

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**TABLE OF CONTENTS**

	<b><u>Sheet No.</u></b>	<b><u>Effective Date</u></b>
<b>TABLE OF CONTENTS</b>	1	12-24-2008
<b>COMMUNITIES SERVED</b>	3	1-1-2003
<b>STANDARD RULES AND REGULATIONS</b>	4	2-3-2003
General Provisions	4	2-3-2003
Applications and Contracts	4	2-3-2003
Creditworthiness and Deposits	4	2-3-2003
Character of Service	4	2-3-2003
Applicability of Rate Schedules	4	2-3-2003
Choice of Rate Schedules	4	2-3-2003
Billing	4	2-3-2003
Service Connections and Line Extensions	4	12-27-2007
Use of Service	4	2-3-2003
Meters, Transformers, and Special Facilities	4	2-3-2003
Customer's Wiring and Equipment	4	2-3-2003
Collection of Past Due Bills and Disconnection of Service	4	2-3-2003
Changing Electric Suppliers	4	2-3-2003
Return to Standard Offer Supply	4	2-3-2003
Certified Supplier Billing and Payment	4	2-3-2003
Customer Aggregation	4	2-3-2003
Emergency Electrical Procedures	4	2-3-2003
<b>ELECTRIC SERVICE SCHEDULES</b>		
Residential Standard Rate	10	1-11-2008
Residential Electric Heating Rider	16	1-1-2003
Residential Optional Electrically Heated Apartment Rate	19	1-11-2008
General Service - Secondary Voltages	21	1-11-2008
General Service - Large Distribution Primary and Transmission Voltages	23	1-11-2008
General Service - Partial Service Rider	24	1-11-2008
General Service - Unmetered Service	25	1-1-2003
General Service - Industrial Development Assistance Rider	26	1-1-2003
General Service - Demand Ratchet Waiver Rider (Temporary)	27	1-1-2003
Traffic Lighting Service	31	1-11-2008
Private Outdoor Lighting Service	32	1-11-2008
Lighting Service - All Night Outdoor Lighting Rate	33	1-11-2008
Street Lighting Service - Provisions of Rate	34	1-1-2003
Street Lighting Service - Company Owned	35	1-11-2008
Street Lighting Service - Non-Company Owned	36	1-11-2008

**TABLE OF CONTENTS**

	<b>Sheet No.</b>	<b>Effective Date</b>
<b>ELECTRIC SERVICE SCHEDULES (Cont'd)</b>		
Cogeneration and Small Power Production	50	1-1-2003
Pole Attachment Tariff	51	1-1-2003
Miscellaneous Charges	53	2-3-2003
Late Payment Charges for Government Accounts	55	1-1-2003
Conservation Service Program	57	1-1-2003
General Service - Polymer Growth Fund Program	76	1-1-2003
Experimental Market Based Tariff	80	1-1-2008
Interconnection Tariff	82	9-6-2002
Retail Transition Cost Recovery of Non-bypassable Regulatory Transition Charges	83	5-19-2006
<b>GRANDFATHERED SCHEDULES</b>		
Residential Space Heating Rate	11	1-11-2008
Residential Optional Time-of-Day	12	1-11-2008
Residential Optional Controlled Service Riders	14	4-1-2006
Residential Load Management Rate	17	1-11-2008
Residential Water Heating Service	18	1-11-2008
General Service - Secondary Voltages - Optional Space and Water Heating Rider	22	1-11-2008
General Service - High Use Manufacturing - Distribution Primary and Transmission Voltages	28	1-11-2008
General Service - Interruptible Electric Arc Furnace Rate	29	1-11-2008
<b>RIDERS</b>		
Transition Rate Credit Program - Residential Service	60	1-6-2006
Shopping Credit Rider	63	1-6-2006
Shopping Credit Adder	64	1-11-2008
Returning Customer Generation Service Charge Rider	65	1-6-2006
General Service - Interruptible Rider – General Service Large and High Use Manufacturing	73	1-1-2003
General Service - Interruptible Rider – Metal Melting Load - General Service	74	1-11-2008
General Service - Interruptible Rider – Incremental Interruptible Service - General Service	75	1-11-2008
Universal Service Rider	90	12-24-2008
Temporary Rider for EEF	91	1-1-2006
State and Local Tax Rider	92	2-1-2008
EFC Rider	93	1-1-2003
Net Energy Metering Rider	94	4-1-2003
State kWh Tax Self-Assessor Credit Rider	95	7-17-2006
Residential Transmission and Ancillary Charge Rider	96	7-1-2008
Commercial Transmission and Ancillary Charge Rider	97	7-1-2008
Industrial Transmission and Ancillary Charge Rider	98	7-1-2008
Regulatory Transition Charge Offset Rider	99	1-6-2006
Fuel Recovery Mechanism	100	1-6-2006
Green Resource Rider	104	11-21-2007
Fuel Cost Recovery Rider	107	10-1-2008

Filed pursuant to Order dated December 17, 2008, in Case No. 08-0658-EL-UNC, before

The Public Utilities Commission of Ohio

LIST OF COMMUNITIES SERVED

KEY: All caps-incorporated communities; Caps and lower case-Unincorporated communities;

\* - Distribution system owned by community.

\*\* - Distribution system owned by community, but partially served by Company.

<u>Community</u>	<u>Community</u>	<u>Community</u>
Adario	Canaan	FAIRBORN
AKRON	CANAL FULTON	FAIRLAWN
ALLIANCE	CANFIELD	Farmdale
Alta	CARDINGTON	Farmington
** AMHERST	CASTALIA	Flat Rock
Amity	CATAWBA	Florence
ANDOVER	Ceylon	Fowler
Ankenytown	Champion	Frank
ASHLAND	Charlestown	Freeburg
ASHLEY	Cherry Valley	Freedom
Atwater	CHESTERVILLE	Freedom Station
Atwater Center	CHIPPEWA-ON-THE-LAKE	
Aultman	Chuckery	*GALION
AURORA	Claiborne	Ganges
Austintown	Claridon	GARRETSVILLE
Avery	Clarksfield	Ghent
AVON	Clarkson	Gillivan
Axtel	CLINTON	GIRARD
	Coalburg	GLENWILLOW
BARBERTON	Collins	GLORIA GLENS
Bath	Columbia Hills Corners	** GRAFTON
Bayard	* COLUMBIANA	Granger
		GREEN
Baybridge	Cook	GREEN CAMP
BAY VIEW	Copley	Greenford
** BEACH CITY	CORTLAND	Greensburg
Beatty	CRAIG BEACH	Greentown
Belden	CRESTLINE	Gustavus
BELLEVUE	CRESTON	Gypsum
BELOIT	Crystal Lakes	
Berlin Center	Crystal Springs	HANOVERTON
BERLIN HEIGHTS	* CUYAHOGA FALLS	Harmon
Berlinville		Harmony
Big Plain	DALTON	Hartford
Birmingham	Damascus	Hartland
Blooming Grove	DELAWARE	Hartland Station
Bloomington	Deerfield	HARTVILLE
Boardman	Diamond	Havana
Bogart	DONNELSVILLE	HAYESVILLE
BOSTON HEIGHTS	Dorset	HENRIETTA
Bowlusville	Doylestown	Hinckley
Braceville	Dublin	HIRAM
BRADY LAKE	Dungannon	Homeworth
* BREWSTER		Howland
BRIARWOOD BEACH	East Fairfield	* HUBBARD
Brighton	East Goshen	* HUDSON
Brimfield	East Greenville	HURON
Bristolville	East Liberty	
BROADVIEW HEIGHTS	EAST PALESTINE	Isle St. George
Brookfield	East Rochester	
Brownheim	East Townsend	Jerome
BRUNSWICK	Easton	JEROMESVILLE
Brunswick Hills	Edinburg	Johnston
Brush Ridge	EDISON	Johnsville
Burghill	Elkton	Justus
BUTLER	Ellsworth	
Byhalia	EYLRIA	Kensington
	ENON	KENT
CALEDONIA	Erhart	Kimball
Camden	Essex	Kinsman
CAMPBELL		Kiousville

LIST OF COMMUNITIES SERVED

(Continued)

<u>Community</u>	<u>Community</u>	<u>Community</u>
KIPTON	New Moorefield	RICHFIELD
Kirkpatrick	New Springfield	Richmond Center
Lafayette	NEW WATERFORD	RICHWOOD
Lafayette	Newport	RITTMAN
LAGRANGE	** NEWTON FALLS	River Styx
Lake Milton	* NILES	ROGERS
LAKEMORE	North Benton	Rome
Lakeside	North Bloomfield	Rootstown
LAWRENCEVILLE	North Bristol	Rosedale
Leavittsburg	North Eaton	Ruggles Beach
LEETONIA	NORTH FAIRFIELD	Sagamore Hills
Leon	North Georgetown	St. James
Lester	NORTH HAMPTON	SALEM
Lilly Chapel	North Jackson	SANDUSKY
LIMAVILLE	North Lawrence	SEBRING
LISBON	North Liberty	* SEVILLE
* LODI	North Lima	Shalersville
LONDON	NORTH RIDGEVILLE	SHAWNEE HILLS
LORAIN	NORTH ROYALTON	SHEFFIELD
LORDSTOWN	North Woodbury	SHEFFIELD LAKE
LOUDONVILLE	NORTHFIELD	Shenandoah
LOWELLVILLE	Northridge	SILVER LAKE
* LUCAS	NORTON	SOLOM
McDONALD	NORWALK	Somersville
MACEDONIA	OAKWOOD	SOUTH AMHERST
Madison Mills	** OBERLIN	Southington
MAGNETIC SPRINGS	Olena	* SOUTH VIENNA
Mallet Creek	Olivesburg	SPRINGFIELD
Manchester	Olmstead Falls	Steam Corners
MANSFIELD	ONTARIO	Sterling
MANTUA	ORANGEVILLE	STEBEN
MARBLEHEAD	Palmyra	STOW
MARION	Paris	STREETSBORO
Marlboro	Parkertown	STRONGSVILLE
MASSILLON	Parkman	STRUTHERS
Masury	Pavonia	Suffield
Mecca	PENINSULA	Sugar Bush Knolls
MEDINA	PERRYSVILLE	Summerford
Medway	Peru	TALLMADGE
Mesopotamia	Petersburg	Thorps
MEYERS LAKE	Pitchin	TREMONT CITY
Middle Bass Island	PLAIN CITY	TWINSBURG
Middleton	Plattsburg	Uniontown
MIFFLIN	Pleasant Valley	Unionville
** MILAN	Plumwood	Unity
Mineral Ridge	Poe	Valley City
Mitiwanga Park	POLAND	VERMILION
MOGADORE	POLK	Vernon
Monnett	PORT CLINTON	Vienna
** MONROEVILLE	Portage Lakes	Villa
Montrose	** PROSPECT	* WADSWORTH
MOUNT GILEAD	Prout	WAKEMAN
MUNROE FALLS	PUT-IN-BAY	WALTON HILLS
Nankin	Radnor	WARREN
NAVARRE	Randolph	Warrensburg
Negley	Rathbone	WASHINGTONVILLE
Nelson	RAVENNA	Waterford
New Alexander	Red Fox	Watkins
New Franklin	Redhaw	Wayland
New Garden	REMINDERVILLE	
NEW MIDDLETOWN	Remson Corners	

LIST OF COMMUNITIES SERVED

(Continued)

Community

Wayne Center  
\* WELLINGTON  
West Andover  
WEST FARMINGTON  
WEST JEFFERSON  
West Lodi  
WESTFIELD CENTER  
Weymouth  
White Sulphur  
Williamsfield  
Williamsport  
WINDHAM  
Winona  
Wyandot  
  
Yale  
YANKEE LAKE  
York Center  
YOUNGSTOWN

**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

**I. GENERAL PROVISIONS**

- A. Filing:** The Schedule of Rates and the Standard Rules and Regulations for the supply of electric service throughout the territory served by the Company are filed with The Public Utilities Commission of Ohio. Copies are available for public inspection at the Company's business offices.
- B. Revisions:** The Company's Schedule of Rates and the Standard Rules and Regulations as herein contained may be terminated, amended, supplemented or otherwise changed from time to time only in accordance with law and the rules promulgated thereunder by The Public Utilities Commission of Ohio. No agent, representative or employee of the Company has any right to modify or alter any provision of the Company's Schedule of Rates or the Standard Rules and Regulations.
- C. Applicability:** These rules and regulations, together with the provisions of the applicable rate schedule, are a part of every service contract entered into by the Company.

**II. APPLICATIONS AND CONTRACTS**

- A. Service application:** For each class of service requested by a customer, before such service is supplied by the Company, an accepted application from the customer or other form of contract between the Company and the customer will be required. This requirement shall apply to new installations, to installations where service is to be re-established, to a change in the class of service to be provided to the customer, or to a change in the identity of the customer to be served.

If the customer requests service on the same day on which the application for service is made, and if the Company can fulfill that request, the Company will charge the customer a fee equivalent to the Reconnection Charge as shown in the Company's Tariff No. 53, Miscellaneous Charges to recover the Company's cost for a nonscheduled connection. This fee may be collected at the time of the application or charged with the customer's next monthly billing, at the Company's discretion.

- B. Acceptance of application:** When the application for service is accepted by the Company or service is supplied according to the provisions of the application, the application constitutes a service contract between the Company and the customer for the supply of electric service subject to these rules and regulations.

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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

- C. Service contract the entire agreement:** The service contract shall constitute the entire agreement between the customer and the Company and no promise, agreement, or representation of any agent, representative or employee of the Company shall be binding upon it unless the same shall be incorporated in the service contract.
- D. Large capacity arrangements:** Existing customers who seek to substantially (by at least 1,000 kVA) increase their existing capacity requirements and new customers who seek to purchase substantial (at least 1,000 kVA) capacity from the Company shall negotiate agreements with the Company containing equitable arrangements both as to the term of contract and other conditions requiring special consideration, in recognition that serving such increases in capacity may require changes in area facilities or rearrangement of facilities owned by the Company and/or the customer. These arrangements may be subject to the approval of The Public Utilities Commission of Ohio.
- E. Refusal of application:** The Company may refuse to provide electric service for the reasons specified in the provisions of the Ohio Administrative Code. Specifically among these reasons, the Company may refuse to furnish electricity to a customer's premises on account of arrearages due it for electricity furnished to persons formerly receiving services at the same premises as customers of the Company, provided the former customers are continuing to reside at such premises.

**III. CREDITWORTHINESS AND DEPOSITS**

- A. Establishment of Creditworthiness:** As prescribed by the Ohio Administrative Code, applicants may be required by the Company to establish creditworthiness, which may include providing a cash deposit, as a condition to furnishing or continuing to furnish service. Interest will be paid on cash deposits as prescribed by the Ohio Administrative Code.
- B. Return of deposit:** Deposits plus accrued interest will be returned to the customer in accordance with the provisions of the Ohio Administrative Code.

**IV. CHARACTER OF SERVICE**

- A. Type:** Except as otherwise provided in the Company tariffs, electric service supplied by the Company will be 60-Hz alternating current delivered at the standard voltages available adjacent to the premises where the customer is located.



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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

- B. Continuity:** The Company will endeavor, but does not guarantee, to furnish a continuous supply of electric energy and to maintain voltage and frequency within reasonable limits. The Company shall not be liable for damages which the customer may sustain due to variations in service characteristics or phase reversals.

The standard secondary voltages are 120/240 volt three wire single phase, 208Y/120 volt four wire three phase and 480Y/270 volt four wire three phase. , The Company designs its system so that under normal operating conditions the sustained service voltage is within a range of plus or minus 5% of the normal voltage level for that service. Whenever voltages shall be known to exist outside of such ranges, the Company will take steps to promptly initiate corrective action to restore the sustained voltage level within said ranges.

For primary voltage services, the Company does provide standard three phase distribution, subtransmission and transmission voltages that are available from existing facilities. The Company designs its system so that under normal operating conditions the sustained service voltage is within a range of plus or minus 10% of the normal voltage level for that service. If the voltage is unsatisfactory for particular customer applications or for special apparatus requiring close regulation, then the customer shall install regulative apparatus at the customer's own expense.

**V. APPLICABILITY OF RATE SCHEDULES**

- A. Individual customer metering:** Service will be supplied under the appropriate rate schedule, to each separate dwelling (single or part of a multiple unit), apartment, farm, commercial or industrial establishment as one customer through one meter or one unified set of meters for each class of service.
- B. Auxiliary service and stand-by service:** The charges contained in the Company's Schedule of Rates, unless otherwise specified, do not apply when the Company's service is used for auxiliary service or stand-by service to any other source of energy.

"Auxiliary service" is that service which supplements another source of supply where arrangements are made so that either source or both sources can be utilized in whole or in part.

"Stand-by service" is that service which can be used for reserve or in case of an emergency breakdown or failure of the regular source of supply. Separate rate schedules are available for auxiliary service and for stand-by service.

**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

**VI. CHOICE OF RATE SCHEDULES**

- A. Alternative rate schedules:** Where two or more alternative rate schedules are applicable to the same class of service, the Company, upon request, will assist a customer in determining the most advantageous rate schedule, provided, however, that the customer shall select the rate schedule on which the application or contract shall be based. No refund will be made representing the difference in charges under different rate schedules applicable to the same class of service.

Subject to limitations in the service contract or applicable rate schedule, the customer may change to an alternative applicable rate schedule, except that a customer contracting for a specified capacity served at available primary or transmission voltage shall not be eligible to recontract for service at secondary voltage, unless a secondary voltage circuit of adequate capacity is available adjacent to the premises and the customer complies with all of the provisions of the applicable secondary rate schedule.

- B. Street Lighting rate schedules:** No schedule of rates shall be applicable to energy used for street lighting unless such schedule specifically states that it relates to the supply of energy for street lighting service.

**VII. BILLING**

- A. Billing periods:** Bills for electric service will be rendered monthly or at the Company's option at other regular intervals. Bills rendered monthly shall cover a period of approximately 30 days.
- B. Payment:** Payment is due at the time specified in the applicable rate schedule. When the due date for payment falls on Saturday, Sunday or a holiday the due date for payment is extended to the following business day.

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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

- C. Transfer of final bill:** If the Customer fails to pay in full the portion of any final bill for service rendered by the Company at one location, and if the customer is receiving like service at a second Company location, the Company may transfer such unpaid balance of the final bill to the service account for such second location. Like service refers to an end use within the broad categories of residential, commercial or industrial service, without regard to whether the customer is receiving generation service from the Company. Such transferred amount shall be designated as a past due amount on the account at such second location and be subject to collection and disconnection action in accordance with Chapter 4901:1-18 of the Ohio Administrative Code, the Company's filed tariffs and its Standard Rules and Regulations, as are applicable to that customer, provided that such transfer of a final bill shall not be used to disconnect service to a residential Customer who is not responsible for such bill.

This provision shall not be construed to permit disconnection of a residential account for an unpaid final bill at such a second location if the customer initiated another such account at least ninety (90) days prior to termination of service to the account for which the final bill was rendered.

- D. Meter readings not to be combined:** Even if used by the same person, firm or corporation, electricity delivered and metered separately or at different locations will not be combined for bill calculation purposes, except that under the following conditions meter registrations of two or more installations on the same premises may be combined for billing purposes:
- (a) Where the applicable schedule of rates specifically authorizes the combination of meter registrations, or
  - (b) Where the Company elects, for administrative reasons or engineering reasons affecting the supply of its service, to install or maintain at one or more locations on one premises two or more service connections with separate metering equipment for furnishing service at the same or different voltage levels or number of phases.
- E. Uniform monthly payment plan:** The Company has available for residential customers a plan providing for uniform monthly payments for electric service over specified annual periods.

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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

- F. Estimated Bills:** The Company attempts to read meters on a monthly basis but there are occasions when it is impractical or impossible to do so. In such instances the Company will render an estimated bill based upon past use of service and estimated customer load characteristics. Where the customer has a load meter and the actual load reading when obtained is less than the estimated load used in billing, the account will be recalculated using the actual load reading. The recalculated amount will be compared with the amount originally billed and the customer will be billed the lesser of the two amounts.
- G. Dishonored Checks:** The customer shall be charged for the cost incurred by the Company for processing checks that are returned by the bank. That charge shall be the amount provided for in the Company's Tariff No. 53, Miscellaneous Charges on file with The Public Utilities Commission. This charge shall be collected at the time of payment or rendered with the customer's next monthly billing.

**VIII. SERVICE CONNECTIONS AND LINE EXTENSIONS**

**A. Secondary Voltage Service Connection**

- 1. Overhead Service Connection:** Where overhead distribution facilities are available the Company will install a suitable overhead service drop to a point of attachment on the customer's premises as designated by the Company.
- 2. Underground Service Connection:** Where underground distribution facilities are available, in commercial areas where Network service is available, the Company will install underground service connections from its mains to a point, as designated by the Company, located immediately inside the customer's building wall except where, because of the distance between the customer's building and the Company's mains, an equitable arrangement for prorating the cost installed of these facilities may be required. Where underground service cable and conduit are required within the building to reach a customer's service terminals, the customer will be required to pay the cost of these facilities. Underground service connection facilities paid for by the customer shall be owned by the customer and maintained at the customer's expense and, when required, replaced by the customer.

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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

Customers requiring underground service from overhead or underground distribution facilities shall at their own expense install and maintain the underground facilities in accordance with the Company's specifications from the meter location on the customer's premises to the Company's distribution wires to which connections are to be made by the Company. The customer shall own such underground facilities and replace such facilities when required.

- 3. Change in Service Connection Facilities:** Should any change in the Company service connection facilities be necessary due to the erection of, remodeling of or change in any structure on the premises of the customer, or due to any ordinance or any other cause beyond the Company's control, the entire cost of the change in the service connection facilities shall be borne by the customer.
  
- 4. Temporary Facilities:** Temporary service is any separate installation that the Company does not expect to be permanent or regarding which a substantial risk exists that the Company's facilities will be used and useful for a period substantially shorter than their normal expected life, or in which the customer or consumer has no substantial permanent investment. When electric service is required temporarily for any purpose, the applicant shall deposit with the Company the total estimated cost of construction, plus the total estimated cost of removal, minus the estimated salvage value of all equipment and materials. The amount of the deposit shall be adjusted by a refund or an additional payment when the cost of construction and removal, less the salvage value is determined. No interest will be paid on deposits covering the cost of constructing facilities for temporary electric service.

**B. Line Extensions**

1) **Definition:**

General Service Installation - Any line extension requested by a commercial or industrial customer, builder, or developer, or any other line extension that is not a Residential Installation. Customers in a development may require their own General Service Installation in order to be connected to the Company's distribution system.

Line Extension - the provision of such facilities (poles, fixtures, wires and appurtenances) as are necessary for delivering electrical energy to one or more customers located such that they cannot be adequately supplied from a secondary system of the Company's existing distribution system.

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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

Multi-Family Installation - Any line extension to a new residential dwelling that will have two or more dwelling units, where each unit has a separate account for electric service with the Company.

Non-Standard Single Family Installation - Any line extension to a new home (or home site) where the service connection requested is no more than 200 amp/single phase service, where the Company's cost to build the line extension is \$5,000 or greater, and where no premium service is requested. A home with a Non-Standard Single Family Installation will have one account for electric service with the Company.

Residential Installation - A Standard Single Family Installation, a Non-Standard Single Family Installation, or a Multi-Family Installation.

Standard Single Family Installation - Any line extension to a new home (or home site) where the service requested is no more than 200 amp/single phase service, where the Company's cost to build the line extension is less than \$5,000, and where no premium service has been requested. A home with a Standard Single Family Installation will have one account for electric service with the Company.

Monthly Surcharge Date - For line extension projects that were entered into prior to December 27, 2007, the Monthly Surcharge Date shall be January 1, 2008. For line extension projects that were entered into on or after December 27, 2007, the Monthly Surcharge Date shall be January 1, 2009.

**2) Terms and Conditions:**

a) Residential Installations:

i) A customer, developer, or builder requesting a Standard Single Family Installation shall make an up-front payment to the Company of \$300 per lot that the line extension is to serve. Through the Monthly Surcharge Date, any customer taking electric service at a home that has had a Standard Single Family Installation for which such an up-front payment has been made pursuant to this tariff must pay the Company a monthly amount of \$8.

The \$300 up-front payment by a customer, developer, or builder shall be reduced to \$100 per lot if the home to be built has geothermal heating and cooling equipment.

ii) A customer, developer, or builder requesting a Non-Standard Single Family Installation shall make an up-front payment to the Company of \$300 per lot that the line extension is to serve. Through the Monthly Surcharge Date, any customer taking electric service at a home that has had a Non-Standard Single Family Installation for which such an up-front payment has been made must pay the Company a monthly adder equal to 2% of the line extension costs in excess of \$5,000, and additionally pay the Company a monthly amount of \$8.

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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

- iii) A customer, developer, or builder requesting a Multi-Family Installation shall make an up-front payment to the Company of \$100 per unit that the line extension is to serve. Through the Monthly Surcharge Date, any customer taking electric service at a dwelling that has had a Multi-Family Installation for which such an up-front payment has been made shall pay the Company a monthly amount of \$4.
- b) General Service Installations:
- i) Payments:
- A customer, developer, or builder requesting a General Service Installation shall make an up-front payment to the Company equal to 40% of the Company's cost of the line extension, plus any amount that the Company is authorized to collect from the developer or builder under the Credit Back provisions below. The customer, developer, or builder shall not be required to pay a tax gross up on the 40% payment. Through the Monthly Surcharge Date, any customer taking electric service at a facility that has had a General Service Installation for which such an up-front payment has been made shall pay the Company a monthly amount equal to one-half percent (0.5%) of that portion of the Company's cost of the line extension that has been allocated to the customer within the overall development. The line extension costs shall be allocated to the individual customers within a development based on the acreage of the parcel occupied by the customer as a percentage of the total acreage of all parcels to be occupied by customers in the development. The monthly payments for each customer shall begin with the first bill rendered after the customer's meter begins to register electric usage.
- ii) If the requested General Service Installation consists of multiple segments (for example, a main trunk within a development and the lines connecting each customer to the trunk), the charges in paragraph i. above shall apply separately to each segment.

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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

iii) Credit Back:

Credit Back is the process whereby the developer of a commercial or industrial development that benefits from a previous General Service Installation on adjacent property can be required to reimburse the initial developer for a portion of the initial developer's 40% up-front payment to the Company. Where the notice set forth below is provided, the Company is authorized to collect an amount, as determined below, from the subsequent developer and, upon collection, remit that amount to the original developer, provided that the application for electric service to the subsequent development is made within 48 months of the date on which payment was made to the Company by the initial developer. The Credit Back shall not apply to line extensions paid for by an initial developer where construction of such line extension begins after the effective date of rates set in the Company's next general distribution rate case. The initial developer is entitled to two Credit Back reimbursements, but the Company will consider requests for additional reimbursement from the subsequent developer where the initial developer can demonstrate to the Company that the amount of reimbursement would exceed \$1,000.

In order to trigger the Credit Back process, the initial developer must give notice to the Company and to the subsequent developer of its intent to claim under this provision, no later than 30 days after the start of construction on the subsequent development. The notice to the subsequent developer shall state that a credit may be due the initial developer and may increase the up-front line extension cost for the subsequent developer. In the absence of such notice by the initial developer to either the Company or the subsequent developer, the Company shall have no obligation to implement the Credit Back process.

Initial developers may submit to the Company a Request for Notification of Potential Reimbursement ("RNPR"), which would identify a line extension for which the initial developer has made an up-front payment and identify any adjacent parcels on which future line extensions may be constructed. The Company will use its best efforts to notify the initial developer if a subsequent development on a parcel identified in an RNPR will use the line extension identified in the RNPR, so that the initial developer may make the notification described above. The Company shall not be subject to liability or penalty for errors in the maintenance or review of RNPRs. The Company will provide a standard form of the RNPR at the time it gives a developer a firm estimate for its line extension.



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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

The amount collected from the subsequent developer and paid to the initial developer shall be a percentage of the initial developer's 40% up-front payment, based on the ratio of the acreage of the initial developer's dedicated lots to the total acreage of the dedicated lots in the initial and subsequent developments. In no case shall the initial developer receive reimbursements that total more than the amount of its up-front 40% payment minus its pro rata share of the 40% payment, based on the ratio of the total acreage of the initial developer's dedicated lots to the total acreage of the dedicated lots in the initial and subsequent developments.

- c) Premium Service:
- i) For any residential project, where a customer, builder, or developer requests a line extension involving a premium service (the "Premium Installation"), the customer, builder, or developer shall make an up-front payment to FirstEnergy equal to the sum of 1) FirstEnergy's cost to provide the Premium Installation minus FirstEnergy's cost to install a line extension for 200 amp/single phase service for the project, and 2) the up-front payment that would have been due under subsection B.2.a.i, ii, or iii, whichever would have been applicable had the line extension not involved a premium service. In addition, the monthly payments that would have been due under subsection B.2.a.i, ii, or iii, whichever would have been applicable had the line extension not involved a premium service, shall be collected from the customer.
  - ii) For any commercial or industrial project, where a customer, builder, or developer requests a line extension involving a premium service (the "Premium Installation"), the customer, builder, or developer shall make an up-front payment to FirstEnergy equal to the sum of 1) the cost of the Premium Installation minus FirstEnergy's least cost to install, in accordance with good utility practice, a standard line extension to the project, and 2) the up-front payment that would have been due under subsection B.2.b.i had the line extension not involved a premium service. In addition, the monthly payments that would have been due under subsection B.2.b.i had the line extension not involved a premium service shall be collected from the customer.
  - iii) Premium service includes, but is not limited to, customer-requested oversizing of facilities and underground construction.

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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

- 3) Line extensions on private property:** Customers that require line extensions to be constructed on their private property shall in all cases provide, without cost to the Company, land clearance, trenching and backfilling (including excavation for and installation of vaults), and an easement for right-of-way in a form acceptable to the Company before construction is started. The expectation that property will be dedicated to the public use at the conclusion of construction shall not preclude such property from being deemed the customer's private property for purposes of this subsection 3. All line extensions shall be the property of and shall be operated and maintained by the Company. The Company shall have the right to use such line extension in furnishing service to any applicant located adjacent to such line extension and the further right to construct other extensions from the distribution facilities so constructed. Except as provided herein, no customer or third party installation of line extension facilities will be permitted on private property or public right-of-way.
- 4) Relocation for Residential, Commercial or Industrial Customer:** A change in location of an overhead or underground service for the customer's convenience shall be made at the Customer's expense.
- 5) Relocation for Highway, Street or Public Works Project:** A change in location of an overhead or underground service to provide space necessary for highway, street, or public works projects shall be made in accordance with the contractual agreement with the government entity involved.
- 6) Other Items:**
- a) The Company shall not be required to begin construction on any line extension until all required applications and up-front payments have been made by the customer, developer, or builder, as applicable.
  - b) The Company shall not be required to install line extensions using rear lot line construction. The Company may elect, however, to use rear lot line construction at no additional cost to the customer.
  - c) Line extension cost estimates should not include costs normally incurred by the utility to maintain, protect, or upgrade its distribution system. Nor should system improvements required for the general distribution system that serves multiple customers, which are driven by the customer's load addition, be factored into the line extension calculations.

**IX. USE OF SERVICE**

- A. Increased loads:** The customer shall notify the Company of any significant additions or modifications to the customer's installation that will affect the customer's load characteristics so that the Company may provide facilities ample to maintain adequate service.
- B. Resale:**
- 1. Electric service is provided for the sole use of the Customer, who shall not sell any of such service to any other person, or permit any other person to use the same, without the written consent of the Company.

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**ELECTRIC SERVICE**  
**STANDARD RULES AND REGULATIONS**

2. The above provision does not apply to service provided to a landlord for resale or redistribution to tenants where such resale or redistribution takes place only upon property owned by the landlord and where the landlord is not otherwise operating as a public utility.
- C. Parallel operation:** The Company may agree to furnish service in parallel with a customer's generating facilities if the customer has adequate protective and regulating equipment and has sufficient trained personnel to perform the necessary operations, and further, at the Company's option, if the customer provides direct telephone connection with the offices of the Company's load dispatcher. The Company will not furnish service in parallel with a customer's generating facilities when, in the opinion of the Company, such parallel operation may create a hazard or disturb, impair or interfere with the Company's service to other customers.
- D. Low power factor:** The Company shall not be obligated to furnish service for electrical equipment having a power factor lower than that of presently available good-quality, high power factor equipment. If power factor corrective equipment is necessary, it, together with required switching equipment, shall be provided and maintained by the customer at his expense.
- E. Unbalanced loads:** The customer shall not use three phase electric service in such a manner as to impose an unreasonable unbalance between phases.
- F. Interference:** The Company reserves the right to discontinue service to any customer if the service is used in any manner so as to disturb or impair the operation of the Company's system or to interfere with the service to other customers. When such interference does occur due to the use of apparatus installed upon a customer's premises, such customer must provide necessary equipment as may be required to alleviate such conditions or the Company shall have the right to discontinue its service.

**X. METERS, TRANSFORMERS AND SPECIAL FACILITIES**

- A. Installation:** The Company will furnish and maintain one meter or one unified set of meters and metering equipment capable of producing data necessary to bill the customer under Company tariffs. Service will normally be metered at the Company's supply voltage. The customer shall provide, free of expense to the Company and close to the point of service entrance, suitable space for the installation of meters, transformers and other equipment. Meters, transformers and other equipment shall be placed at locations in accordance with Company standards. In cases where service is metered at primary voltage, transformers, when furnished by the Company, shall be located adjacent to the terminus of the Company's supply facilities. Additional or special transformers required by the customer for his convenience shall be furnished and maintained by the customer at his expense. Any metering equipment required by the customer to accommodate requirements of a Certified Supplier will be installed owned and maintained by the Company and paid for by the customer.

## ELECTRIC SERVICE STANDARD RULES AND REGULATIONS

When a transformer vault is necessary, said vault shall be furnished and maintained by the customer at his expense in accordance with the Company's standards.

- B. Equipment ownership:** Unless otherwise agreed between the Company and the customer, all equipment furnished by the Company shall remain its exclusive property and the Company shall have the right to remove the same after termination of service for any reason whatsoever.
- C. Meter testing:** The Company tests its meters at intervals for mutual protection of the customer and the Company. In addition, the Company will test any meter whenever there is reasonable cause to believe that it may be inaccurate. Meters registering energy within two percent (2%) fast or slow shall be considered correct. Thermal or integrating type meters registering loads within four percent (4%) high or low shall be considered correct.

In addition, the Company will test a meter at the request of the customer. If the accuracy of the meter is found to be within Company tolerances, the Company may charge the customer a meter test fee as provided in the Company's Tariff No. 53, Miscellaneous Charges, except that the first test at the customer's request within any twelve month period shall be free of charge.

- D. Meter failure:** Whenever a meter fails to register the correct amount of energy the customer shall pay, for the service furnished, an estimated amount based either upon the results of a test, or upon the use during a similar period, or upon both of these methods.

The Company's policy on backbilling for residential customers shall comply with the orders of the Public Utilities Commission and Section 4933.28 of the Ohio Revised Code. The Company's policy on backbilling for non-residential customers shall comply with the orders of the Public Utilities Commission and Section 4901:1-10-23 of the Ohio Administrative Code.

- E. Customer responsibility:** The customer shall permit only authorized agents of the Company, or persons otherwise lawfully authorized, to inspect, test or remove Company equipment located on the customer's premises. If this equipment is damaged or destroyed due to the negligence of the customer, the cost of repairs or replacement shall be paid by the customer.

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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

- F. Special facilities:** Any special services, facilities, or instrumentalities which may be rendered or furnished by the Company for a customer at his request or at the direction of any governmental authority, and not provided for in the Company's rate schedules and not ordinarily necessary or directly involved in the furnishing of electric service, shall be paid for by the customer for whom such services, facilities, or instrumentalities are furnished, and such costs shall be in addition to the charges for electric service provided for in the applicable rate schedule. Subject to the approval of the Company, such special services, facilities, or instrumentalities may be supplied and maintained by the customer at his expense.
- G. Access to premises:** The Company's authorized agents shall have access to the customer's premises at all reasonable hours for the purpose of reading, inspecting, testing, repairing, replacing, installing, analyzing or removing its meters or other property and for the purpose of inspecting the customer's electrical installation. In the event of an emergency, the Company's authorized agents shall have access at any time.

**XI. CUSTOMER'S WIRING, EQUIPMENT AND SPECIAL SERVICES**

- A. Installation:** The customer shall supply all wiring on the customer's side of the point of attachment as designated by the Company. All of the customer's wiring and electrical equipment should be installed so as to provide not only for immediate needs but for reasonable future requirements and shall be installed and maintained by the customer to at least meet the provisions of the National Electrical Code, the regulations of the governmental authorities having jurisdiction and the reasonable requirements of the Company. As required by the Ohio Administrative Code, all new installations shall be inspected and approved by the local inspection authority or, where there is no local inspection authority, by a licensed electrician, before the Company connects its service. Changes in wiring on the customer's premises shall also be inspected and approved by the local inspection authority or, where there is no local inspection authority, by a licensed electrician.
- B. Company responsibility:** The Company shall not be liable for any loss, cost, damage or expense that the customer may sustain 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, the use of electrical appliances or the presence of the Company's property on the customer's premises whether such damages are caused by or involve any fault, failure or negligence of the Company or otherwise except such damages that are caused by or due to the willful and wanton misconduct of the Company. The Company shall not be liable for damage to any customer or to third persons resulting from the use of the service on the customer's premises or from the presence of the Company's appliances or equipment on the customer's premises.

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**ELECTRIC SERVICE**  
**STANDARD RULES AND REGULATIONS**

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

Any customer desiring protection against any or all of the foregoing shall furnish, at the customer's expense, any equipment desired by the customer for such purpose. Interruptions in service shall not relieve the customer from any charges provided in the rate schedule.

- C. Special Customer Services:** The Company may furnish customers Special Customer Services as identified in this section. No such Special Customer Service shall be provided except where Company has informed the customer that such Service is available from and may be obtained from other suppliers. A customer's decision to receive or not receive special customer services from the Company will not influence the delivery of competitive or non-competitive retail electric service to that customer by the Company. Such Special Customer Services shall be provided at a rate negotiated with the customer, but in no case at less than the Company's fully allocated cost. Such Special Customer Services shall only be provided when their provision does not unduly interfere with the Company's ability to supply electric service under the Schedule of Rates and Standard Rules and Regulations.

Such Special Customer Services include: design and construction of customer substations; resolving power quality problems on customer equipment; providing training programs for construction, operation and maintenance of electrical facilities; performing customer equipment maintenance, repair or installation; providing service entrance cable repair; providing restorative temporary underground service; providing upgrades or increases to an existing service connection at customer request; performing outage or voltage problem assessment; disconnecting a customer owned transformer at customer request; loosening and refastening customer owned equipment; determining the location of underground cables on customer premises; disconnecting or reconnecting an underground pedestal at customer request; covering up lines for protection at customer request; making a generator available to customer during construction to avoid outage; providing pole-hold for customer to perform some activity; opening a transformer at customer request for customer to install an underground elbow; providing a "service saver" device to provide temporary service during an outage; resetting a customer-owned reclosure device; providing phase rotation of customer equipment at customer request; conducting an evaluation at customer request to ensure that customer equipment meets standards; or upgrading the customer to three phase service.

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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

**XII. COLLECTION OF PAST DUE BILLS AND DISCONNECTION OF SERVICE**

- A. Procedures:** The Company procedures for disconnecting service to residential customers will be as specified in the Ohio Administrative Code except as permitted by the Stipulation and Recommendation in Case No. 02-1944-EL-CSS.

The Company procedures for disconnecting service to nonresidential customers will be as specified in the Ohio Administrative Code except as permitted by the Stipulation and Recommendation in Case No. 02-1944-EL-CSS.

- B. Disconnection:** Employees or authorized agents of the Company who actually perform the disconnection of service at the meter shall be authorized to accept payment in lieu of disconnection. In the event that the Company employee or representative is unable to gain access or is denied access to the meter and it becomes necessary to order service wires disconnected at the pole, the employee or representative disconnecting such service wires will not be authorized to accept payment in lieu of disconnection.

If payment is made to a Company employee or authorized agent of the Company whose original purpose was to disconnect the service, then a charge in the amount provided for in the Company's Tariff Sheet No. 53 shall be assessed on the customer's next billing period. Service which otherwise would have been disconnected shall remain intact.

- C. Reconnection:** When service has been discontinued pursuant to any of the foregoing rules and regulations, the customer shall pay a charge for reconnection in the amount provided for in the Company's Tariff No. 53, Miscellaneous Charges, on file with the PUCO.

If service is discontinued and the customer wishes to guarantee the reinstatement of service the same day on which payment is rendered, the following conditions must be met:

- a. The customer must make payment for the service that was disconnected of all fees and charges associated with reconnection as described above in the Company's business office, or provide proof of payment, pay a charge for reconnection in the amount provided for in the Company's Tariff No. 53, Miscellaneous Charges, on file with the PUCO. and notify the Company no later than 12:30 p.m. that reinstatement of service is requested the same day; and

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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

- b. The customer must agree to pay the additional Company incurred cost for reinstatement of service, if such reinstatement occurs after normal utility business hours. That charge shall be the amount provided for in the Company's Tariff No. 53, Miscellaneous Charges, on file with the Public Utilities Commission. This charge shall be collected at the time of payment or rendered with the customer's next monthly billing.
- D. In the event of fraudulent practice, tampering, or theft of service by the customer, consumer or other person, the Company will comply with the provisions of Chapter 4901:1-10-20 of the Ohio Administrative Code entitled, "Fraudulent Practice, Tampering And Theft Of Service." In these instances, the Company will assess a charge in the amount provided for in the Company's Tariff No. 53, Miscellaneous Charges, on file with the Public Utilities Commission.

**XIII. CHANGING ELECTRIC SUPPLIERS**

Certified Supplier shall mean all of the entities set forth in R.C. 4928.08(A) and (B) which have received certification from the Public Utilities Commission of Ohio under R.C. 4928.08 and have otherwise complied with the requirements set forth in the Company's Supplier Tariff. The Company shall change the customer's Certified supplier only upon receipt of notice instructing such change with respect to the individual customer from a Certified Supplier.

Such notice to the Company will be as provided in the Supplier Tariff and customer instructions that the Certified Supplier is designated to provide services for a minimum time period of one month.

The Company shall develop, update, and maintain a list of Certified Suppliers that offer electric service within the service territory. The Company shall provide such lists to:

1. All of its customers prior to initiation of competitive retail electric service and quarterly for the remainder of the market development period;
2. All applicants for new service and customers returning to standard-offer service; and,
3. Any customer upon request.

The timing of the change of a customer to a different Certified Supplier shall occur only at the end of a customer's billing month, as determined by the occurrence of a reading of the customer's meter.



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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

A customer may have only one Certified Supplier firm power supplier for any billing month. A customer may not split his non-interruptible generation supply between two Certified Suppliers or between the Company's standard offer supply service and service by a Certified Supplier during a billing month. Further, if one service account is supplied service under more than one rate schedule or rider, these prohibitions apply to all service supplied to the customer during any billing month.

Except in the event of the default of the customer's Certified Supplier, the Company shall not be obligated to honor a customer request to process a notice of change of the customer's selected Certified Supplier more frequently than once every month. For purposes of these Standard Rules and Regulations, default by a Certified Supplier shall mean a failure to deliver services as defined in Revised Code Section 4928.14(C)(1) through (4).

**XIV. RETURN TO STANDARD OFFER SUPPLY**

- A.** If a customer that has been receiving service from a Certified Supplier subsequently seeks to have the Company resume providing generation service, the Company will provide service at standard offer rates provided that sufficient notice of such return has been provided to the Company.
- B.** This provision applies to Residential and Small Commercial customers. This provision also applies to Large Commercial and Industrial customers during the Market Development Period. Customers taking generation service from the Company during the period from May 16 to September 15, must remain a Full Service customer of the Company through April 15 of the following year before they may elect to switch to a Certified Supplier, provided that:
1. Customers may switch to a Certified Supplier at any time if they have not previously switched.
  2. Following the stay-out period through April 15, customers may switch to a Certified Supplier but must exercise the right to switch by May 15, of that same year
  3. During the first year of the Market Development Period Non-aggregated residential customers and small commercial customers will be permitted to return to standard offer service without being subject to a minimum stay of receiving Full Service from the Company. (A Full Service customer is one that receives all retail electric services from the Company.)
  4. Residential and Small Commercial Customers can elect to take service on the Generation Rate Adjustment Rider without application of the minimum stay requirement This Rider, not yet in effect, will be filed in accordance with Commission Rules prior to March 15, 2001.

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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

5. By March 15, 2002, and again by April 15, 2002, and thereafter before each March 15 and April 15 during the Market Development Period, the Company will provide notice to Residential customers informing them of their rights to choose another supplier by May 15 and the consequences of not choosing another supplier and staying on their standard service offer.
  
- C. After the Market Development Period, Large Commercial and Industrial customers seeking to return to Company generation service must, by written contract, agree to remain a Full Service customer of the Company for such service for a period of not less than 12 consecutive months, unless the rate schedule under which that customer will be served requires a longer service period, which longer service period would then apply. A Full Service Customer is one that receives all retail electric services from the Company.
  
- D. For all customers, return to Company generation service may only occur on regularly scheduled meter reading dates, unless otherwise agreed by the Company and subject to the Company's Supplier Tariff. In the event of default of a Certified Supplier, this provision shall not apply.
  
- E. The notice period for return to Company generation service at standard offer rates is dependent upon size of the customer's load, as follows:
  1. For residential customers of any size and non-residential customers with either (i) billing demands totaling not more than 100 kW in any of the twelve billing months prior to notice, or (ii) monthly kilowatt-hour consumption of no more than 30,000 kilowatt-hours in any of the twelve billing months prior to notice, if the customer is served individually, and not through aggregators, municipal aggregators, power marketers or power brokers, there shall be no notice requirement for return to Company service.
  
  2. For those customers not qualifying under subsection 1., that have either (i) billing demands totaling not more than 1,000 kW in any of the twelve billing months prior to notice, or (ii) monthly kilowatt-hour consumption of no more than 250,000 kilowatt-hours in any of the twelve billing months prior to notice, if the customer seeks to return to Company generation service the customer or the customer's aggregator, municipal aggregator, power marketer or power broker must provide at least one month's advance written notice to the Company of the customer's intent to return. Such notice shall constitute the customer's agreement to remain a Full Service customer as specified in Section XIV. B. above.

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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

3. For those customers not qualifying under subsection 1. or 2., that have either (i) billing demands totaling not more than 10,000 kW in any of the twelve billing months prior to notice, or (ii) monthly kilowatt-hour consumption of no more than 2,500,000 kilowatt-hours in any of the twelve billing months prior to notice, the customer shall provide at least three months advance written notification of the customer's intent to return. Such notice shall constitute the customer's agreement to remain a Full Service customer as specified in Section XIV. B. above.
4. For those customers not qualifying under subsections 1., 2. or 3., the notice period shall be six months. Such notice shall constitute the customer's agreement to remain a Full Service customer as specified in Section XIV. B. above.
5. A customer may not return to Company interruptible generation service without agreement of the Company.

Such notice period shall begin on a customer's next scheduled meter reading date following the delivery to the Company of such notice. If such notice has not been timely provided, the standard offer shall require that the Company shall provide such generation service at the higher of (i) applicable rate schedule rates or (ii) hourly spot market prices.

- F. Customers returning to Company generation service as a result of either Certified Supplier Non-Compliance or default on the part of the customer's Certified Supplier are not subject to the notice provisions of Subsection D. of this Section XIV. Such customers are eligible for standard offer service after reasonable notice of the Certified Supplier's Non-Compliance or default per Revised Code Section 4928.14(C) or 4928.35(D). The Certified Supplier shall be liable to pay the Company any positive difference between the hourly spot market price for electricity and the Generation component of the Company's rates applicable to usage by such customers for a period beginning with the date of such Non-Compliance or default and with a duration equal to the applicable notice periods identified in sections E.2., E.3., and E.4. The Company may draw on the Certified Supplier's available financial instruments to fulfill such obligation. Any generation service rendered to such customers prior to a Commission determination of a Certified Supplier's failure to provide service under Revised Code Section 4928.14(C) shall be provided at hourly spot market prices as specified by the Company. Customers returning to Company generation service under this section will have thirty (30) calendar days to select another Certified Supplier. If a new Certified Supplier is not chosen within thirty (30) calendar days, Section XIV Return to Standard Offer Supply, Paragraph B and C will apply to such customers.

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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

- G.** Customers returning to Company generation service as a result of actions of a Certified Supplier, other than Certified Supplier Non-Compliance or the default of the Certified Supplier, shall return under the provisions of Subsection E of this Section XIV. In that event, the Certified Supplier shall be obligated to pay the Company any positive difference between the hourly spot market price for electricity and the Generation component of the Company's rates applicable to usage by such customers for a period beginning with such return and with a duration equal to the applicable notice periods identified in sections E.2., E.3. and E.4. Customers returning to company generation service under this section must remain a customer of Company generation service for twelve months, unless the rate schedule under which that customer is furnished service requires a longer service period, which longer service period would then apply.
- H.** The Company may, at its sole discretion, waive any part of the notice period provided for return to Company generation service. Such waiver would be based upon the Company's expectation of the adequacy of the Company's generation reserve, the availability of supply from other resources, and the cost to supply such customers from either its resources or purchased resources.

**XV. CERTIFIED SUPPLIER BILLING AND PAYMENT**

- A. Billing:** The customer's Certified Supplier will notify the Company whether the Certified Supplier will bill the customer directly for generation services provided (Two Bill Option), or whether the Company should bill the customer for service provided by the Certified Supplier and remit such billing amount to the Certified Supplier (One Bill Option).

If the One Bill Option is selected, the Company will provide the functions of collection and remittance of funds only as a conduit of those funds from the customer to the Certified Supplier. The Company will not be responsible for any default or failure to provide service or failure to pay for service as a consequence of its performance of this role.

- B. Payments To The Company:** Payments to the Company will be applied to the customer's account in accordance with the Ohio Administrative Code, except as permitted by the Stipulation and Recommendation in Case No. 02-1944-EL-ESS.

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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

- C. Disputes:** If the One Bill Option is selected, the Company will accept and rely on the representation of the Certified Supplier as to the rates supplied to the Company by the Certified Supplier. The Company will have no responsibility to verify the appropriateness of such amounts, or to resolve any disputes or disagreements over the amount, timing or any other aspect of the billing or payment of charges, other than to confirm amounts billed to the customer, amounts received from the customer and amounts remitted to the Certified Supplier.
- D. Non-Payment or Partial Payment:** Regardless of whether the Two Bill Option or the One Bill Option is selected, customers who shop for generation services will be considered by the Company to be delinquent in the payment of their bill if the Company's charges for electric service remain unpaid at the time they are due. Delinquent bills will be subject to the Company's termination provisions for non-payment, and may result in the imposition of late payment fees and the initiation of electric service termination procedures for non-payment..
- E. Late Payment Fees:** The Company may impose late payment fees in accordance with its procedures on the portion of the bill that is ultimately due to the Company, and may include amounts it has billed to the customer on behalf of a Certified Supplier pursuant to the Stipulation and Recommendation in Case No. 02-1944-EL-CSS.
- F. Collection Activity:** The Company is not responsible for collection of amounts receivable by the Certified Supplier, except as set forth in the Stipulation and Recommendation in Case No. 02-1944-EL-CSS..

**XVI. CUSTOMER AGGREGATION**

Customers may be aggregated for purposes of negotiating for the purchase of generation and competitive ancillary services from a Certified Supplier. Aggregation of customers is not restricted by the number or class of customers within an aggregated group. Accordingly, any customer may be represented by an aggregator. However, an aggregator is not a customer, but rather an agent for aggregated customers. Such aggregated customers will continue to be treated as individual customers of the Company for billing purposes under their otherwise applicable rate schedules, including the billing of applicable Generation Charges and Shopping Credits. Combinations of meter registrations of aggregated customers will not be permitted. No charge of a tariffed service will be affected by a customer's aggregation status, and aggregation of load cannot be used for qualification under a tariff.

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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

**XVII. EMERGENCY ELECTRICAL PROCEDURES**

**(A) General**

Emergency electrical procedures are deemed necessary if there is a shortage in the electrical energy supply to meet the demands of the Company's customers. It is recognized that such deficiencies can be short term (up to a few days) or long term (a few days or more) in duration; and in view of the difference in nature between short and long term deficiencies, different and appropriate procedures should be adopted for each.

The systems of the Company and its electric utility affiliates are fully integrated and operated as a single electric system to the mutual advantage of the companies and their customers. Each company endeavors to operate and maintain its electric facilities in accordance with accepted utility practices and to maintain sufficient supplies of fuel for the normal operation of its generating facilities. Because of the method of operating the companies' systems, an emergency arising on the system of one of those companies may affect the system of the others. Should this occur, a company may from time to time be providing assistance to one or more of the others in order to continue to operate most effectively as a single electric system. It is recognized, however, that any action taken by the Company's Pennsylvania Power Company affiliate in case of emergency is subject solely to the jurisdiction of the Pennsylvania Public Utility Commission.

- 1) Procedures related to short-term capacity shortages shall, insofar as the situation permits, give special consideration to the following types of customers and such other customers or types of customers which the Commission may subsequently identify for the protection of the public's health and safety:
  - (a) "Hospitals" and other institutions which provide medical care to patients and where surgical procedures are performed.
  - (b) "Governmental detention institutions" which shall be limited to those facilities used for detention of persons.
  - (c) "Police and fire stations" which shall be limited to publicly owned, attended facilities.
  - (d) "Federal facilities" essential to national defense.
  - (e) "Water pumping facilities" essential to the supply of potable water to a community.
  - (f) "Radio, television and newspaper facilities" utilized for transmittal of emergency messages and public information relating to these procedures.
  - (g) "Sewage treatment facilities" essential to the collection, treatment or disposal of a community's sewage.

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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

- (h) "Life support equipment," such as a kidney machine or respirator, used to sustain the life of a person.
- (i) "Air terminal facilities" essential to the control of aircraft in flight.

Although these types of customers will be given special consideration in the application of the manual load shedding provisions of this procedure, the Company cannot assure that service to such customers will not be interrupted, and accordingly they should install emergency generation equipment if continuity of service is essential. In case of customers supplied from two Company sources, only one source will be given special consideration. Other customers who, in their opinion, have critical equipment should install emergency battery or auxiliary generating equipment.

- (2) Procedures related to long-term capacity or fuel shortages shall, insofar as the situation permits, give special consideration to "priority uses of electricity", which shall mean the amount of electrical energy necessary for protection of the public's health and safety and to prevent unnecessary or avoidable damage to buildings and facilities, for the customers identified in Section (A)(1) and at:
  - (a) Residences (homes, apartments, nursing homes, institutions and facilities for permanent residents or transients);
  - (b) Electric power generating facilities, telephone central office and central heating plants serving the public;
  - (c) Local, intrastate and interstate transportation facilities;
  - (d) Production and refining or processing facilities for fuels;
  - (e) Pipeline transmission and distribution facilities for fuels;
  - (f) Production, processing, distribution and storage facilities for dairy products, meat, fish, poultry, eggs, produce, bread, livestock and poultry feed;
  - (g) Buildings and facilities limited to uses protecting the physical plant and structure, appurtenances, product inventories, raw materials, livestock, and other personal or real property; and
  - (h) Other similar uses as may be determined by the Commission.

The Company shall promptly advise the Commission of the nature, time and probable duration of all implemented emergency conditions and procedures which affect normal service to customers. The Commission may order the implementation of additional procedures or the termination of the procedures previously employed when circumstances so require.

**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

In addition, each year before March 1, the Company will apprise the Commission of the state of electric supply in its service area.

As may be appropriate in accordance with the nature of the occurring anticipated emergency and of the Company's load and generating, transmission and distribution facilities, the Company shall initiate the following procedures.

**(B) Short-Term Capacity Shortages:**

As may be appropriate in accordance with the nature of the occurring emergency, the Company shall initiate the following procedures:

(1) Sudden or Unanticipated Short-Term Capacity Shortages.

In the event of a sudden decline of frequency on all or a portion of the Company's system caused by a significant imbalance of load and generation, whether such imbalance occurs in the Company's system or on another system:

- (a) Automatic load shedding will take place if the decline in frequency is of the magnitude such as to jeopardize the entire affected area. Ten percent of the load in the affected area will be shed automatically at a frequency of 58.9 hertz. In the event such action does not restore the frequency to a proper level, manual load shedding will be employed. Service so interrupted shall be of selected distribution circuits and lines serving customers throughout the affected area. Such interruptions shall be, where practical, for short periods of time. When the frequency in the affected area recovers to 59.0 hertz or above any action necessary will be taken in the affected area to permit resynchronization to the main network. Such action may include additional manual load shedding.
- (b) Such automatic and manual load shedding and restoration will be as set forth in ECAR Document No. 3, dated October 31, 1968 as amended.



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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

(2) Anticipated or predictable Short Term Capacity Shortages.

As soon as it is determined that a critical situation exists on the Company's system which may require implementation of any of the emergency procedures listed below, the Company shall confer by telephone with the Commission Staff. Also, the Commission Staff shall be kept informed when any such emergency procedures are implemented.

In the event an emergency condition of short term duration is anticipated or predicted which cannot be relieved by sources of generation available to the Company within the interconnected area, the following steps will be taken at the appropriate time and in the order appropriate to the situation.

- (a) The internal demand of generating plants and other premises owned by the Company will be reduced to the largest extent consistent with the continuity of service.
- (b) Voluntary load reductions will be requested of major commercial and industrial customers by procedures established in their respective load reduction plans;
- (c) Voluntary load reductions will be requested of all other customers through appropriate media appeals.
- (d) Manual load shedding of customer loads will be initiated. Service so interrupted shall, be to customers supplied from (1) selected distribution circuits throughout the area affected by the emergency, and (2) transmission and subtransmission circuits that can be directly controlled from the Company's dispatching offices. Such interruptions shall be consistent with the criteria established in section (A)(1) to protect the public health and safety and shall, insofar as practicable, be alternated among circuits. The length of an interruption of any selected distribution circuit should not exceed two hours and the total interruption should not exceed four hours in any 24 hour period without prior notification to the Commission. Records will be maintained to ensure that, during subsequent capacity shortages, service interruptions may be rotated throughout the area in an equitable manner.

**(C) Long Term Capacity or Fuel Shortages:**

The following actions shall be implemented until it is determined by the Company that any or all actions may be terminated. The public shall be immediately advised through appropriate media sources of the implementation of these procedures.

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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

(1) Long Term Capacity Shortages.

If an emergency situation of long term duration arises out of a long term capacity shortage on the Company's system, the following actions shall be taken, as required:

- (a) Curtail, during hours of maximum system demand, non-priority electric use on premises controlled by the Company including parking, large area and interior lighting, except lighting required for security and safety.
- (b) Initiate voluntary load reduction by all customers during the hours of maximum system demand as specified by the Company by:
  - (i) Direct contact of customers with an electric demand of 500 kW or higher requesting them to implement their voluntary electric load reduction plans.
  - (ii) Requesting, through mass communication media, voluntary curtailment of electric use by all other customers by suggesting actions to be taken such as: lowering thermostat settings for electric heating in the winter; discontinuing the use of air conditioning in the summer; shutting off electric water heaters; discontinuing use of dishwashers, outside lights, electric clothes dryers and entertainment appliances; reducing the use of interior lighting; reducing the use of refrigeration; discontinuing sign lighting and decorative lighting; reducing the use of elevators and poker ventilation equipment; and rescheduling hours of operation for stores and factories.
- (c) Implement procedures for interruption of selected distribution circuits during the period of maximum system demand on a rotational basis minimizing interruption to facilities which are essential to the public health and safety. The length of an interruption of any selected circuit should not exceed two hours, and the total interruption should not exceed four hours in any 24 hour period without prior notification to the Commission.
- (d) Notify customers with an electric demand of 500 kW or higher to curtail non-priority use of electricity during hours of maximum system demand as specified by the Company to levels not less than 70 percent of the customer's "monthly base period demand." The Company will establish an adjusted curtailment level when the customer can document that their priority use of electricity exceeds the curtailment level as specified. The Company will notify the Commission prior to such notification of customers.

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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

"Monthly base period demand" is the customers billing demand established during the same month of the preceding year provided, however, that if:

- (i) The "monthly base period demand" of a customer was abnormal due to such things as strikes or breakdown of major equipment, upon application by the customer and agreement by the Company, "monthly base period demand" for such customer shall be adjusted to reflect the abnormality.
- (ii) A customer has experienced a major change in load or in load use pattern between the same month of the preceding year and the month of notification of curtailment, the "monthly base period demand" shall be multiplied by an adjustment factor equal to the sum of the billing demands of the three consecutive months prior to the month of notification of curtailment divided by the sum of the billing demands of the corresponding months in the prior 12 month period. If the load change occurred within the three monthly billing periods prior to the notification, only the months which include the changed load condition and the corresponding months of the previous year shall be used to calculate the adjustment factor.
- (iii) A customer has recently been connected or has received a commitment from the Company to supply a new load or a major load addition expected to be connected subsequent to the initiation of the curtailment, the "monthly base period demand" will be negotiated between the customer and the Company.

Upon prior arrangement and mutual agreement with the Company, customers may effect their electric demand reduction on a corporate basis.

- (e) Upon notification to the Commission, increase the total hours of interruption of selected distribution circuits during the hours of maximum system demand from four hours to a maximum of eight hours.
- (2) Long Term Fuel Shortages.

In the event of any anticipated long term fuel shortage on the Company's system, the following program shall be implemented:

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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

- (a) If fuel supplies are decreasing and the remaining fuel supplies at any plant or portion thereof, if separate stockpiles are required, are sufficient in the Company's opinion for 50 "normal burn days" (number of days of coal supply available to serve the portion of the sum of the estimated normal load plus firm sales which will not be provided by firm purchases or by its non-coal generating sources) calculated on a plant by plant basis, the following action shall be taken:
- (i) The Company shall notify the Commission of the fuel supply situation.
  - (ii) Following written notification to the Commission, the Company will vary from economic dispatch the plants or portions thereof affected in order to utilize generation from plants having a more adequate fuel supply.
- (b) If fuel supplies are decreasing and the remaining system fuel supplies are sufficient in the Company's opinion for 50 "normal burn days", the following action shall be taken:
- (i) The Company shall notify the Commission of the fuel supply situation.
  - (ii) Company use of electric energy will be reduced in any way that will not jeopardize essential operations.
  - (iii) Following written notification to the Commission, the Company will vary from economic dispatch in order to utilize generation from plants having a more adequate fuel supply.
  - (iv) Consideration will be given to discontinuing emergency sales to other utilities, except in those situations where the dropping of regular customers or where serious overloads on equipment will result.
- (c) If fuel supplies continue to decrease and the remaining system fuel supplies are sufficient in the Company's opinion for not more than 40 "normal burn days," appeals will be made to all customers for voluntary conservation to effect a reduction of at least 25 percent of all non-priority use of electricity.

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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

- (i) Public appeals will be made by the Company through appropriate news media requesting customers to curtail their use of electric energy by suggesting actions to be taken such as: reduce outdoor lighting; reduce general interior lighting to minimum levels to the extent this contributes to decreased electricity usage; reduce show window and display lighting to minimum levels to protect property; reduce the number of elevators operating in office buildings during non-peak hours; reduce electric water heating temperature to minimum level; minimize work schedules for building cleaning and maintenance, restocking, etc., so as to eliminate necessity for office or commercial and industrial facilities to be open beyond normal working hours; maintain building temperature of no less than 78°F by operation of cooling equipment and no more than 68°F by operation of heating equipment, and encourage, to the extent possible, daytime scheduling of entertainment and recreation facilities.
  - (ii) Direct appeals will be made by the Company to industrial and commercial customers with an electric demand of 500 kW or higher to reduce non-priority use of electricity by at least 25 percent.
- (d) If fuel supplies continue to decrease and the remaining system fuel supplies are sufficient in the Company's opinion for not more than 30 "normal burn days," the Company shall implement mandatory curtailment procedures for all customer as follows:
- (i) All previous measures to reduce electric usage, and
  - (ii) All non-priority lighting shall be discontinued, all public, commercial and industrial buildings shall maintain a building temperature of no less than 80°F by cooling equipment and no more than 60°F by the operation of heating equipment, except where health-measures or equipment protection deem such measures to be inappropriate and all public, commercial and industrial buildings shall reduce interior lighting to the minimum levels essential for continued work and operations to the extent this contributes to decreased use of electric energy.

Upon prior arrangement and mutual agreement with the Company, customers may effect their electric energy usage reduction on a corporate basis.

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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

- (e) If fuel supplies continue to decrease and the remaining system fuel supplies are sufficient in the Company's opinion for not more than 25 "normal burn days," the Company shall implement additional mandatory curtailment procedures for all customers as follows:

All previous measures to reduce electric usage, and

- (i) All customers shall discontinue non-priority use of electricity on two days of each week. (The Company shall inform customers of the days that non-priority uses shall be discontinued), or
- (ii) Customers may, in the alternative, elect to reduce total electric consumption by 25 percent below normal usage but must keep records sufficient to document their reduction. Upon prior arrangement and mutual agreement with the Company, customers may effect their electric energy usage reduction on a corporate basis.

- (f) If fuel supplies continue to decrease and the remaining system fuel supplies are sufficient in the Company's opinion for not more than 20 "normal burn days," the Company shall implement further mandatory curtailment of electric usage as follows:

All previous measures to reduce electric usage, and

- (i) All customers shall discontinue non-priority use of electricity on three days of each week (the Company shall inform customers of the days that non-priority uses shall be discontinued), or
- (ii) Customers may, in the alternative, elect to reduce total electric consumption by 50 percent below normal usage, but must keep records sufficient to document their reduction. Upon prior arrangement and mutual agreement with the Company, customers may effect their electric energy usage reduction on a corporate basis.

- (g) If fuel supplies continue to decrease and the remaining system fuel supplies are sufficient in the Company's opinion for not more than 15 "normal burn days," the Company shall notify all customers to discontinue all non-priority use of electricity on all days of each week.

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**ELECTRIC SERVICE  
STANDARD RULES AND REGULATIONS**

- (3) Customers who do not curtail service during long term capacity shortages within 30 days after notification by the Company pursuant to (C)(1)(d), or do not promptly curtail service during long-term fuel shortages when notified by the Company pursuant to (C)(2)(d, e, f, and g), may, following notification to the Commission, be wholly disconnected from service until the emergency is past.

**(D) Short Term Capacity Shortages in Neighboring Control Areas:**

Service to the Company's customers shall not be interrupted in order to provide emergency service to suppliers of electric energy in neighboring interconnected control areas. Emergency assistance to such suppliers will not be given unless agreed to be provided on a reciprocal basis by such supplier to the Company, and shall be limited to providing emergency assistance from idle or spinning reserve generating capacity on the Company's system provided that the neighboring control area has, as nearly as practicable, utilized its own idle or spinning reserve capacity.

The neighboring control area seeking assistance shall be requested to reduce its takings of electric energy if such takings endanger the reliability of bulk power supply in the Company area. If such neighboring control area fails to reduce its takings and the reliability of bulk power supply in the Company's area is endangered, steps shall be taken to relieve the burden on the Company area including, as a last resort, opening of appropriate interconnections.

**(E) Emergency Procedures for Municipal Wholesale Customers:**

The Company also provides electric service to certain municipal Wholesale customers. In order to distribute fairly the burden of an electrical emergency between the Company's retail customers and the retail consumers served by its municipal wholesale customers, each such municipal wholesale customer shall adopt emergency electric procedures designed to curtail service to its consumers to the same extent as service to the Company's consumers would be curtailed under the Emergency Electrical Procedures contained herein. Such procedures shall be implemented by each wholesale customer when notified to do so by the Company.

**RESIDENTIAL SERVICE**

**Standard Rate**

**Availability:**

Available for residential service to installations served through one meter for each family unit in a residence or apartment where monthly usage is generally less than 1,000 kWh.

When service is used through the same meter for both residential and commercial purposes the applicable general service rate schedule shall apply.

This rate schedule is not available for service to a commercial, institutional or industrial establishment.

Accounts representing commonly-used facilities within condominiums which were being billed under the Company's residential service tariff as of April 17, 1990 shall continue to be served under the Company's residential service tariff.

**Service:**

Alternating current, 60 Hz, single phase, nominal voltage 120/240 or 120/208 as available.

The Company designs and operates its electric system to provide service voltages within the limits specified in American National Standard Voltage Ratings for Electric Power Systems and Equipment (60 Hz) C 84.1-1982.

**Rate:**

Monthly charges per customer for all customers served under this schedule shall include Distribution Charges, Rate Stabilization Charges, Regulatory Transition Charges and Generation Charges, as shown below. Customers served under this schedule who receive Generation Services from a Certified Supplier will qualify for a Shopping Credit as shown below to reduce the sum of other applicable charges.

**Distribution Charges:**

Customer Charge for Customers without Water Heating *:	\$3.86
Customer Charge for Customers with Water Heating *:	\$6.72

Energy Charge:	<b><u>Winter</u></b>	<b><u>Summer</u></b>
<b><u>For Customers without Water Heating *:</u></b>		
First 500 kWh, per kWh	2.751¢	2.785¢
Over 500 kWh, per kWh	2.751¢	3.042¢
<b><u>For Customers with Water Heating *:</u></b>		
First 350 kWh, per kWh	2.751¢	2.785¢
Next 350 kWh, per kWh	0.704¢	0.704¢
Over 700 kWh, per kWh	2.751¢	3.042¢



**Transmission and Ancillary Services Charges:**

The Transmission and Ancillary Services Charges will be applied pursuant to the Residential Transmission and Ancillary Service Rider, Tariff Sheet No. 96.

**Rate Stabilization Charges:**

	<u>Winter</u>	<u>Summer</u>
Energy Charge:		
<u>For Customers without Water Heating *:</u>		
First 500 kWh, per kWh	2.106¢	2.132¢
Over 500 kWh, per kWh	2.106¢	2.328¢
<u>For Customers with Water Heating *:</u>		
First 350 kWh, per kWh	2.106¢	2.132¢
Next 350 kWh, per kWh	0.539¢	0.539¢
Over 700 kWh, per kWh	2.106¢	2.328¢

The Rate Stabilization Charges above may be replaced by charges pursuant to the Returning Customer Generation Service Rider, Tariff Sheet No. 65, if applicable.

**Regulatory Transition Charges:**

Energy Charge:		
<u>For Customers without Water Heating *:</u>		
First 500 kWh, per kWh	1.542¢	1.562¢
Over 500 kWh, per kWh	1.542¢	1.705¢
<u>For Customers with Water Heating *:</u>		
First 350 kWh, per kWh	1.542¢	1.562¢
Next 350 kWh, per kWh	0.394¢	0.394¢
Over 700 kWh, per kWh	1.542¢	1.705¢

**Generation Charges:**

Energy Charge:		
<u>For Customers without Water Heating *:</u>		
First 500 kWh, per kWh	4.027¢	4.061¢
Over 500 kWh, per kWh	4.027¢	4.320¢
<u>For Customers with Water Heating *:</u>		
First 350 kWh, per kWh	4.027¢	4.061¢
Next 350 kWh, per kWh	1.947¢	1.947¢
Over 700 kWh, per kWh	4.027¢	4.320¢

The Generation Charges above may be replaced by charges pursuant to the Returning Customer Generation Service Rider, Tariff Sheet No. 65, if applicable.

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**Shopping Credits:**

The Shopping Credit values are subject to the provisions of the Opinion and Order and the Entry on Rehearing in Case No. 03-2144-EL-ATA (Rate Stabilization Plan).

This Shopping Credit applies only to customers who receive Generation services from a Certified Supplier. Such customers shall receive a Shopping Credit equal to the Generation Charge in this schedule. In 2006, the applicable shopping credit will be increased by the amount of the Fuel Recovery Mechanism, Tariff Sheet No. 100. In 2007 and 2008, the applicable shopping credits will be increased by the Shopping Credit Adder, Tariff Sheet No. 64, based on the provisions of the Rate Certainty Plan (RCP) approved by the PUCO in Case No. 05-1125-EL-ATA et al.

For those customers who qualify under the Shopping Credit Rider, Sheet No. 63, the Shopping Credit may be modified as shown in Option 1 or Option 2 on Tariff Sheet No. 63.

In no event will the Shopping Credit be less than zero or exceed the amount set forth on Sheet No. 63.

Winter Rates shall be applicable for the eight consecutive billing periods of October through May. Summer Rates shall apply in all other billing periods.

\* **Special Provisions:** This special provision is in the process of elimination and is withdrawn except for the customers receiving service hereunder at premises served as of January 1, 2007. Where a Full Service customer has installed electric water heating equipment with a minimum of eighty gallons of tank capacity and the necessary wiring and devices that will permit the Company to control the operation of the water heating equipment during peak load hours, the rates specified above as "with Water Heater" shall be applied. A Full Service customer is one that receives all retail electric services from the Company.

**Minimum Charge:**

Except in the case of seasonal or temporary discontinuance of service, the Minimum Charge shall be the Customer Charge.

**Applicable Riders:**

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown.

Residential Transmission and Ancillary Service	Sheet No. 96
Regulatory Transition Charge Offset Rider	Sheet No. 99
Returning Customer Generation Service Rider	Sheet No. 65
Shopping Credit Rider	Sheet No. 63
Shopping Credit Adder	Sheet No. 64
Fuel Recovery Mechanism	Sheet No. 100
Transition Rate Credit	Sheet No. 60
Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
State and Local Tax Rider	Sheet No. 92
Net Energy Metering Rider	Sheet No. 94
Green Resource Rider	Sheet No. 104
Fuel Cost Recovery Rider	Sheet No. 107

**Terms of Payment:**

If the bill payment is not received by the Company offices two days prior to the next scheduled meter reading date, an additional amount equal to 1.5% shall be charged on any unpaid balance existing after this date. This provision is not applicable to unpaid account balances of customers enrolled on income payment plans pursuant to 4901:1-18-04, Ohio Administrative Code. The terms of payment for bills rendered to government accounts shall be in accordance with Sheet No. 55, Late Payment charges for government Accounts.

**Multi-Family Dwellings:**

Where two or more families, with separate cooking facilities, occupy a residential dwelling, the wiring shall be arranged so that the service to each family can be metered and billed separately. If the wiring is not so arranged and two or more families are served through one meter, the energy blocks as determined on a single-family basis shall be multiplied by the number of families served.

**Apartment and Multi-Family Building:**

Under the Special Provisions Section, a fifty-gallon water heater minimum tank capacity shall apply to separately metered living units in apartment or multi-family buildings of four or more units.

**Seasonal or Temporary Discontinuance of Service:**

Where service has been discontinued at customer's request because of seasonal occupancy of the premises or where service has been discontinued because the customer's occupancy is to be temporarily discontinued, the minimum charge as provided above shall not be applicable during such discontinuance of service, but in lieu thereof the appropriate reconnection charge on Sheet No. 53, Miscellaneous Charges, will apply when service is reestablished.

**Rules and Regulations:**

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service. Motors and equipment served under this rate schedule must have electrical characteristics so as not to interfere with service supplied to other customers of the Company.

**Contract:**

Customers selecting this rate schedule will be billed for service hereunder for a minimum period of one year unless: 1) service is no longer required by the customer at the same address at any time during the remainder of the one-year period; or 2) at the customer's request when the customer adds or removes load and the company projects that the customer's load characteristics for the next twelve months can be served more economically under an alternative tariff for which the customer qualifies.

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**RESIDENTIAL SERVICE**

**Space Heating Rate**

**Availability:**

This rate sheet is in the process of elimination and is withdrawn except for the customers receiving service hereunder at premises served as of January 1, 2007.

Available for residential service supplied through one meter where electricity is the primary source of space heating, and where at least ninety-five percent of the electrical consumption is within the residence.

Space conditioning by means of a heat pump utilized in conjunction with a fossil fuel furnace is not eligible for service under this rate unless sub-metered (see "Heat Pump Provision").

When service is used through the same meter for both residential and commercial purposes the applicable general service rate schedule shall apply.

This rate schedule is not available for service to a commercial, institutional or industrial establishment.

**Service:**

Alternating current, 60 Hz, single phase, nominal voltage 120/240 or 120/208 as available.

The Company designs and operates its electric system to provide service voltages within the Limits specified in American National Standard Voltage Ratings for Electric Power Systems and Equipment (60 Hz) C 84.1-1989 and as amended.

**Rate:**

Monthly charges per customer for all customers served under this schedule shall include Distribution Charges, Rate Stabilization Charges, Regulatory Transition Charges and Generation Charges, as shown below. Customers served under this schedule who receive Generation Services from a Certified Supplier will qualify for a Shopping Credit as shown below to reduce the sum of other applicable charges.

**Distribution Charges:**

Service Charge for Customers without Water Heating *:	\$3.86
Service Charge for Customers with Water Heating *:	\$6.72

	<b><u>Winter</u></b>	<b><u>Summer</u></b>
Energy Charge:		
<u>For Customers without Water Heating *:</u>		
First 900 kWh, per kWh	2.688¢	2.830¢
Over 900 kWh, per kWh	0.673¢	2.906¢
<u>For Customers with Water Heating *:</u>		
First 550 kWh, per kWh	2.688¢	2.830¢
Next 350 kWh, per kWh	0.673¢	0.673¢
Over 900 kWh, per kWh	0.673¢	2.906¢

**Transmission and Ancillary Services Charges:**

The Transmission and Ancillary Services Charges will be applied pursuant to the Residential Transmission and Ancillary Service Rider, Tariff Sheet No. 96.

**Rate Stabilization Charges:**

	<b><u>Winter</u></b>	<b><u>Summer</u></b>
Energy Charge:		
<u>For Customers without Water Heating *:</u>		
First 900 kWh, per kWh	3.156¢	3.320¢
Over 900 kWh, per kWh	0.789¢	3.410¢
<u>For Customers with Water Heating *:</u>		
First 550 kWh, per kWh	3.156¢	3.320¢
Next 350 kWh, per kWh	0.789¢	0.789¢
Over 900 kWh, per kWh	0.789¢	3.410¢

The Rate Stabilization Charges above may be replaced by charges pursuant to the Returning Customer Generation Service Rider, Tariff Sheet No. 65, if applicable.

**Regulatory Transition Charges:**

Energy Charge:		
<u>For Customers without Water Heating *:</u>		
First 900 kWh, per kWh	2.349¢	2.472¢
Over 900 kWh, per kWh	0.587¢	2.539¢
<u>For Customers with Water Heating *:</u>		
First 550 kWh, per kWh	2.349¢	2.472¢
Next 350 kWh, per kWh	0.587¢	0.587¢
Over 900 kWh, per kWh	0.587¢	2.539¢

**Generation Charges:**

Energy Charge:		
<u>For Customers without Water Heating *:</u>		
First 900 kWh, per kWh	2.193¢	2.245¢
Over 900 kWh, per kWh	1.476¢	2.272¢
<u>For Customers with Water Heating *:</u>		
First 550 kWh, per kWh	2.193¢	2.245¢
Next 350 kWh, per kWh	1.476¢	1.476¢
Over 900 kWh, per kWh	1.476¢	2.272¢

The Generation Charges above may be replaced by charges pursuant to the Returning Customer Generation Service Rider, Tariff Sheet No. 65, if applicable.

**Shopping Credits:**

The Shopping Credit values are subject to the provisions of the Opinion and Order and the Entry on Rehearing in Case No. 03-2144-EL-ATA (Rate Stabilization Plan).

This Shopping Credit applies only to customers who receive Generation services from a Certified Supplier. Such customers shall receive a Shopping Credit equal to the Generation Charge in this schedule. In 2006, the applicable shopping credit will be increased by the amount of the Fuel Recovery Mechanism, Tariff Sheet No. 100. In 2007 and 2008, the applicable shopping credits will be increased by the Shopping Credit Adder, Tariff Sheet No. 64, based on the provisions of the Rate Certainty Plan (RCP) approved by the PUCO in Case No. 05-1125-EL-ATA et al.

For those customers who qualify under the Shopping Credit Rider, Sheet No. 63, the Shopping Credit may be modified as shown in Option 1 or Option 2 on Tariff Sheet No. 63.

In no event will the Shopping Credit be less than zero or exceed the amount set forth on Sheet No. 63.

**Seasonal Periods:**

Winter Rates shall be applicable for the eight consecutive billing periods of October through May. Summer Rates shall apply in all other billing periods.

\* **Controlled Water Heating Provision:** Where a Full Service customer has installed qualifying electric water heating equipment which uses resistance elements to generate all water heating for the home, and the necessary wiring and devices that will permit the Company to control the operation of the water heating equipment during peak load hours, the rates specified above as "with Water Heater" shall be applied. A Full Service customer is one that receives all retail electric services from the Company.

To qualify for this provision, electric water heating equipment must have a tank capacity of at least 50 gallons for separately metered living units in apartment or multifamily building of four or more units, or at least 80 gallons for all other applications.

**Integrated Water Heating Provision:**

Where a Full Service customer utilizes electricity to generate all heating for the home, having electric space conditioning equipment approved by the Company that provides a portion of the water heating, the customer shall receive a credit of \$15.00 per month per such service. The credit shall not exceed the sum of all energy charges set forth in the "Rate" section above. A Full Service customer is one that receives all retail electric services from the Company.

**Minimum Charge:**

Except in the case of seasonal or temporary discontinuance of service, the Minimum Charge shall be the Service Charge.

**Heat Pump Provision:**

Where a Full Service customer has outdoor air-to-air heat pump devices utilized in conjunction with non-electric space heating all electrical usage by such equipment shall be sub-metered. The Customer shall install necessary wiring to permit the Company to sub-meter this equipment. No other load may be connected to this service.

Multiple sub-meters may be utilized, at the Company's option. A Full Service customer is one that receives all retail electric services from the Company.

Usage measured by the sub-meter(s) shall be subtracted from usage measured by the total energy meter; the resultant is referred to hereafter as "general purpose usage."

The rates specified under the section "Rate" in this schedule shall be replaced by the following monthly charges per customer:

**Distribution Charges:**

Service Charge for Customers without Water Heating \*: \$3.86 plus \$1.43 per sub-meter  
Service Charge for Customers with Water Heating \*: \$6.72 plus \$1.43 per sub-meter

	<b><u>Winter</u></b>	<b><u>Summer</u></b>
<b><u>Energy Charge:</u></b>		
<b><u>For Customers without Water Heating *:</u></b>		
For General Purpose usage, per kWh	2.688¢	2.830¢
For Submetered usage, per kWh	0.673¢	2.906¢
<b><u>For Customers with Water Heating *:</u></b>		
First 550 kWh, of General Purpose usage, per kWh	2.688¢	2.830¢
Next 350 kWh, of General Purpose usage, per kWh	0.673¢	0.673¢
Over 900 kWh, of General Purpose usage, per kWh	0.673¢	2.906¢
For Submetered usage, per kWh	0.673¢	2.906¢

**Transmission and Ancillary Services Charges:**

The Transmission and Ancillary Services Charges will be applied pursuant to the Residential Transmission and Ancillary Service Rider, Tariff Sheet No. 96.

**Rate Stabilization Charges:**

<b><u>Energy Charge:</u></b>		
<b><u>For Customers without Water Heating *:</u></b>		
For General Purpose usage, per kWh	3.242¢	3.412¢
For Submetered usage, per kWh	0.811¢	3.504¢
<b><u>For Customers with Water Heating *:</u></b>		
First 550 kWh of General Purpose usage, per kWh	3.242¢	3.412¢
Next 350 kWh of General Purpose usage, per kWh	0.812¢	0.812¢
Over 900 kWh of General Purpose usage, per kWh	0.811¢	3.504¢
For Submetered usage, per kWh	0.811¢	3.504¢

**Regulatory Transition Charges:**

	<b><u>Winter</u></b>	<b><u>Summer</u></b>
<u>Energy Charge:</u>		
<u>For Customers without Water Heating *:</u>		
For General Purpose usage per kWh	2.362¢	2.485¢
For Submetered usage, per kWh	0.590¢	2.552¢
<u>For Customers with Water Heating *:</u>		
First 550 kWh of General Purpose usage, per kWh	2.362¢	2.485¢
Next 350 kWh of General Purpose usage, per kWh	0.590¢	0.590¢
Over 900 kWh of General Purpose usage, per kWh	0.590¢	2.552¢
For Submetered usage, per kWh	0.590¢	2.552¢

**Generation Charges:**

<u>Energy Charge:</u>		
<u>For Customers without Water Heating *:</u>		
For General Purpose usage per kWh	2.100¢	2.402¢
For Submetered usage, per kWh	1.452¢	2.431¢
<u>For Customers with Water Heating *:</u>		
First 550 kWh of General Purpose usage, per kWh	2.100¢	2.145¢
Next 350 kWh of General Purpose usage, per kWh	1.451¢	1.451¢
Over 900 kWh of General Purpose usage, per kWh	1.452¢	2.169¢
For Submetered usage, per kWh	1.452¢	2.169¢

**Shopping Credit:**

The Shopping Credit does not apply because the Heat Pump Provision is not available if the customer is not a Full Service customer.

**Seasonal Periods:**

Winter Rates shall be applicable for the eight consecutive billing periods of October through May. Summer Rates shall apply in all other billing periods.

All other terms and provisions specified in this rate schedule shall apply.



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**Applicable Riders:**

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown:

Residential Transmission and Ancillary Service	Sheet No. 96
Regulatory Transition Charge Offset Rider	Sheet No. 99
Returning Customer Generation Service Rider	Sheet No. 65
Shopping Credit Rider	Sheet No. 63
Shopping Credit Adder	Sheet No. 64
Fuel Recovery Mechanism	Sheet No. 100
Transition Rate Credit	Sheet No. 60
Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
State and Local Tax Rider	Sheet No. 92
Net Energy Metering Rider	Sheet No. 94
Green Resource Rider	Sheet No. 104
Fuel Cost Recovery Rider	Sheet No. 107

**Terms of Payment:**

If the bill payment is not received by the Company offices two days prior to the next scheduled meter reading date, an additional amount equal to 1.5% shall be charged on any unpaid balance existing after this date. This provision is not applicable to unpaid account balances of customers enrolled on income payment plans pursuant to 4901:1-18-04, Ohio Administrative Code.

**Multi-Family Dwellings:**

Where two or more families, with separate cooking facilities, occupy a residential dwelling, the wiring shall be arranged so that the service to each family can be metered and billed separately. If the wiring is not so arranged and two or more families are served through one meter, the energy blocks as determined on a single family basis shall be multiplied by the number of families served.

**Seasonal or Temporary Discontinuance of Service:**

Where service has been discontinued at the customer's request because of seasonal occupancy of the premises or where service has been discontinued because the customer's occupancy is to be temporarily discontinued, the minimum charge as provided above shall not be applicable during such discontinuance of service, but in lieu thereof the appropriate reconnection charge on Sheet No. 53, Miscellaneous Charges, will apply when service is reestablished.

**Rules and Regulations:**

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service. Motors and equipment served under this rate schedule must have electrical characteristics so as not to interfere with service supplied to other customers of the Company.

**Contract:**

Customers selecting this rate schedule will be billed for service hereunder for a minimum period of one year unless: 1) service is no longer required by the customer at the same address at any time during the remainder of the one-year period; or 2) at the customer's request when the customer adds or removes Load and the company projects that the customer's load characteristics for the next twelve months can be served more economically under an alternative tariff for which the customer qualifies.

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**RESIDENTIAL SERVICE**

**Optional Time-of-Day**

**Availability:**

This rate sheet is in the process of elimination and is withdrawn except for the customers receiving service hereunder at premises served as of January 1, 2007.

Available for Full Service residential customers for installations served through one meter for each family unit in a residence or apartment. A Full Service customer is one that receives all retail electric services from the Company.

When service is provided through the same meter for both residential and commercial purposes the applicable general service rate schedule shall apply.

This rate schedule is not available for service to a commercial, institutional or industrial establishment.

Accounts representing common facilities within condominiums which were being billed under the Company's residential service tariff as of April 17, 1990 shall continue to be served under the Company's residential service tariff.

**Service:**

Alternating current, 60 Hz, single phase, nominal voltage 120/240 or 120/208 as available.

The Company designs and operates its electric system to provide service voltages within the limits specified in American National Standard voltage Ratings for Electric Power Systems and Equipment (60 Hz) C 84.1-1982.

**Rate:**

Monthly charges per customer for all customers served under this schedule shall include Distribution Charges, Rate Stabilization Charges, Regulatory Transition Charges and Generation Charges, as shown below. Customers served under this schedule who receive Generation Services from a Certified Supplier may not be served under this schedule; therefore no shopping credit applies to this schedule.

**Distribution Charge:**

Customer Charge		\$9.42
Billing Load Charge:	per kW	\$2.871

**Transmission and Ancillary Services Charges:**

The Transmission and Ancillary Services Charges will be applied pursuant to the Residential Transmission and Ancillary Service Rider, Tariff Sheet No. 96.

**Rate Stabilization Charge:**

Energy Charge:	For all kWh, per kWh	2.126¢
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**Regulatory Transition Charge:**

Energy Charge:	For all kWh, per kWh	1.583¢
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**Generation Charge:**

Energy Charge:	For all kWh, per kWh	(0.836)¢
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Billing Load Charge:	per kW	\$6.019
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**Minimum Charge:**

Except in the case of seasonal or temporary discontinuance of service the Minimum Charge shall be the Customer Charge plus minimum billing load charge.

**Billing Load:**

The billing load shall be the greatest of:

- (1) The highest measured 30-minute on-peak kW demand during the month.
- (2) 25% of the highest measured 30-minute off-peak kW demand during the month.
- (3) 5.0 kW.

On-peak periods are from 8:00 A.M. to 9:00 P.M. local time Monday through Friday, except for the following legal holidays observed during these periods: New Years Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. These observed legal holidays and all other periods shall be off-peak.

**Applicable Riders:**

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown.

Residential Transmission and Ancillary Service	Sheet No. 96
Regulatory Transition Charge Offset Rider	Sheet No. 99
Fuel Recovery Mechanism	Sheet No. 100
Transition Rate Credit	Sheet No. 60
Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
State and Local Tax Rider	Sheet No. 92
Net Energy Metering Rider	Sheet No. 94
Green Resource Rider	Sheet No. 104
Fuel Cost Recovery Rider	Sheet No. 107

**Terms of Payment:**

If the bill payment is not received by the Company offices two days prior to the next scheduled meter reading date, an additional amount equal to 1.5% shall be charged on any unpaid balance existing after this date.

**Seasonal or Temporary Discontinuance of Service:**

Where service has been discontinued at customer's request because of seasonal occupancy of the premises or where service has been discontinued because the customer's occupancy is to be temporarily discontinued, the minimum charge as provided above shall not be applicable during such discontinuance of service, but in lieu thereof the appropriate reconnection charge on Sheet No. 53, Miscellaneous Charges, will apply when service is reestablished.

**Rules and Regulations:**

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service. Motors and equipment served under this rate schedule must have electric characteristics so as not to interfere with service supplied to other customers of the Company.

**Contract:**

Customers selecting this rate schedule will be billed for service hereunder for a minimum period of one year unless: 1) service is no longer required by the customer at the same address at any time during the remainder of the one-year period; or 2) at the customer's request when the customer adds or removes load and the company projects that the customer's load characteristics for the next twelve months can be served more economically under an alternative tariff for which the customer qualifies.

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**RESIDENTIAL SERVICE**

**Optional Controlled Service Riders**

**Availability:**

This rate sheet is in the process of elimination and is withdrawn except for the customers receiving service hereunder at premises served as of January 1, 2007.

Available to any Full Service residential customer taking service under the Company's Load management Residential rate schedule (Rate 17) where the customer agrees to install the necessary wiring and devices that will permit the Company to control the operation of the specified equipment during peak load hours. A Full Service customer is one that receives all retail electric services from the Company.

**Rider Options:**

**RIDER A - Controlled Electric Water Heating**

A customer must have a minimum of 80 gallons of tank capacity installed and utilized to receive a reduction of 3 kW in measured monthly Load.

In apartment or multifamily buildings of four or more units, separately metered Living units must have a minimum water heating tank capacity of fifty gallons installed and utilized to receive a reduction of 3 kW in measured monthly load.

The customer charge shall be \$2.86 more than the customer charge in Rate 17 and the minimum billing load shall be 4 kW.

**RIDER B - Controlled Add-on Electric Heat Pump or Resistance Heating**

The add-on electric heat pump or resistance heating must be installed and utilized in conjunction with a central heating system utilizing fossil fuel. Customers with such dual-fuel systems will receive one of the following reductions in measured monthly loads during the eight consecutive billing periods, October through May:

- |   |       |
|---|-------|
| (b) Heat Pump                                     | 3 kW  |
| (c) Resistance Heating (Minimum 12.5 kW Capacity) | 10 kW |

The customer charge shall be \$2.86 more than the customer charge in Rate 17 and the minimum billing load shall be 4 kW.

**Provisions:**

- (a) If a customer qualifies for both Riders A and B, the load reductions thereunder shall be additive, the customer charge shall be \$2.86 more than the customer charge in Rate 17 and the minimum billing load shall be 4 kW.
- (b) Riders A or B are not available to residential customers having load controllers installed.
- (c) Load reductions shall not be made until after the Company verifies that all requirements are met and installation approval is made. Periodic checks of the installed facilities will be made by Company representatives to verify continuing compliance with the Company's requirements.
- (d) The total time for all interruptions shall not exceed eight hours in any twenty-four hour period.

**RESIDENTIAL SERVICE**

**Electric Heating Rider**

Pursuant to Rule 4901:1-10-01 of the Ohio Administrative Code, issued by The Public Utilities Commission of Ohio in conformance with Section 4905.70 of the Ohio Revised Code, any customer served under the Company's residential rate schedules whose residence is primarily heated with electricity shall have the option of their monthly usage being measured by a combination load and kilowatt-hour meter. All other terms and conditions of the applicable residential rate schedule shall be applicable.

**RESIDENTIAL SERVICE**

**Load Management Rate**

**Availability:**

This rate sheet is in the process of elimination and is withdrawn except for the customers receiving service hereunder at premises served as of January 1, 2007.

Available for residential service to installations served through one load meter, providing the customer's meter socket can accept a standard 3-wire load meter, for each family unit in a residence or apartment.

Available to customers whose six highest monthly kWh usages out of the twelve preceding months average 850 kWh or more.

A customer may be placed on the standard residential rate upon written request, or at the Company's option if the customer's usage has not exceeded 800 kWh in each of the twelve preceding months.

When service is used through the same meter for both residential and commercial purposes the applicable general service rate schedule shall apply.

This rate schedule is not available for service to a commercial, institutional or industrial establishment.

Accounts representing common facilities within condominiums which were being billed under the Company's residential service tariff as of April 17, 1990 shall continue to be served under the Company's residential service tariff.

**Service:**

Alternating current, 60 Hz, single phase, nominal voltage 120/240 or 120/208 as available.

The Company designs and operates its electric system to provide service voltages within the limits specified in American National Standard Voltage Ratings for Electric Power Systems and Equipment (60 Hz) C 84.1-1982.

**Rate:**

Monthly charges per customer for all customers served under this schedule shall include Distribution Charges, Rate Stabilization Charges, Regulatory Transition Charges and Generation Charges, as shown below. Customers served under this schedule who receive Generation Services from a Certified Supplier will qualify for a Shopping Credit as shown below to reduce the sum of other applicable charges.



**Distribution Charges:**

	<b><u>Winter</u></b>	<b><u>Summer</u></b>
Customer Charge	\$5.76	\$5.76
Energy Charge:		
First 250 kWh, per kWh	2.430¢	2.459¢
Next 250 kWh, per kWh	2.247¢	2.276¢
Balance to 125 kWh per kW of billing load, per kWh	2.247¢	2.484¢
Over 125 kWh per kW of billing load, per kWh	0.368¢	0.368¢

**Transmission and Ancillary Services Charges:**

The Transmission and Ancillary Services Charges will be applied pursuant to the Residential Transmission and Ancillary Service Rider, Tariff Sheet No. 96.

**Rate Stabilization Charges:**

Energy Charge:		
First 250 kWh, per kWh	2.905¢	2.939¢
Next 250 kWh, per kWh	2.687¢	2.720¢
Balance to 125 kWh per kW of billing load, per kWh	2.687¢	2.969¢
Over 125 kWh per kW of billing load, per kWh	0.439¢	0.439¢

The Rate Stabilization Charges above may be replaced by charges pursuant to the Returning Customer Generation Service Rider, Tariff Sheet No. 65, if applicable.

**Regulatory Transition Charges:**

Energy Charge:		
First 250 kWh, per kWh	2.163¢	2.188¢
Next 250 kWh, per kWh	2.000¢	2.024¢
Balance to 125 kWh per kW of billing load, per kWh	2.000¢	2.210¢
Over 125 kWh per kW of billing load, per kWh	0.327¢	0.327¢

**Generation Charges:**

Energy Charge:		
First 250 kWh, per kWh	3.698¢	3.726¢
Next 250 kWh, per kWh	3.513¢	3.541¢
Balance to 125 kWh per kW of billing load, per kWh	3.513¢	3.751¢
Over 125 kWh per kW of billing load, per kWh	1.630¢	1.630¢

The Generation Charges above may be replaced by charges pursuant to the Returning Customer Generation Service Rider, Tariff Sheet No. 65, if applicable.

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**Shopping Credits:**

The Shopping Credit values are subject to the provisions of the Opinion and Order and the Entry on Rehearing in Case No. 03-2144-EL-ATA (Rate Stabilization Plan).

This Shopping Credit applies only to customers who receive Generation services from a Certified Supplier. Such customers shall receive a Shopping Credit equal to the Generation Charge in this schedule. In 2006, the applicable shopping credit will be increased by the amount of the Fuel Recovery Mechanism, Tariff Sheet No. 100. In 2007 and 2008, the applicable shopping credits will be increased by the Shopping Credit Adder, Tariff Sheet No. 64, based on the provisions of the Rate Certainty Plan (RCP) approved by the PUCO in Case No. 05-1125-EL-ATA et al.

For those customers who qualify under the Shopping Credit Rider, Sheet No. 63, the Shopping Credit may be modified as shown in Option 1 or Option 2 on Tariff Sheet No. 63.

In no event will the Shopping Credit be less than zero or exceed the amount set forth on Sheet No. 63.

Winter Rates shall be applicable for the eight consecutive billing periods of October through May. Summer Rates shall apply in all other billing periods.

**Minimum Charge:**

Except in the case of seasonal or temporary discontinuance of service the Minimum Charge shall be the Customer Charge.

**Billing Load:**

The billing load shall be the highest kW registration of a thermal or 30-minute integrating type meter, but not less than 5.0 kW.

**Applicable Riders:**

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown:

Residential Transmission and Ancillary Service	Sheet No. 96
Regulatory Transition Charge Offset Rider	Sheet No. 99
Returning Customer Generation Service Rider	Sheet No. 65
Shopping Credit Rider	Sheet No. 63
Shopping Credit Adder	Sheet No. 64
Fuel Recovery Mechanism	Sheet No. 100
Transition Rate Credit	Sheet No. 60
Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
State and Local Tax Rider	Sheet No. 92
Net Energy Metering Rider	Sheet No. 94
Green Resource Rider	Sheet No. 104
Fuel Cost Recovery Rider	Sheet No. 107

**Terms of Payment:**

If the bill payment is not received by the Company offices two days prior to the next scheduled meter reading date, an additional amount equal to 1.5% shall be charged on any unpaid balance existing after this date. This provision is not applicable to (1) unpaid account balances existing on the effective date of tariffs approved pursuant to the order in Case 83-1130-EL-AIR, or (2) unpaid account balances of customers enrolled on income payment plans pursuant to 4901:1-18-04, Ohio Administrative Code. The terms of payment for bills rendered to government accounts shall be in accordance with Sheet No. 55, Late Payment Charges for Government Accounts.

**Multifamily Dwellings:**

Where two or more families, with separate cooking facilities, occupy a residential dwelling, the wiring shall be arranged so that the service to each family can be metered and billed separately. If the wiring is not so arranged and two or more families are served through one meter, the energy blocks and load management threshold as determined on a single family basis shall be multiplied by the number of families served.

**Seasonal or Temporary Discontinuance of Service:**

Where service has been discontinued at customer's request because of seasonal occupancy of the premises or where service has been discontinued because the customer's occupancy is to be temporarily discontinued, the minimum charge as provided above shall not be applicable during such discontinuance of service, but in lieu thereof the appropriate reconnection charge on Sheet No. 53, Miscellaneous Charges, will apply when service is reestablished.

**Rules and Regulations:**

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service.

Motors and equipment served under this rate schedule must have electrical characteristics so as not to interfere with service supplied to other customers of the Company.

**Contract:**

Customers selecting this rate schedule will be billed for service hereunder for a minimum period of one year unless: 1) service is no longer required by the customer at the same address at any time during the remainder of the one-year period; or 2) at the customer's request when the customer adds or removes load and the company projects that the customer's load characteristics for the next twelve months can be served more economically under an alternative tariff for which the customer qualifies.

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**RESIDENTIAL SERVICE**

**Water Heating Service**

THIS RATE SHEET IS IN PROCESS OF ELIMINATION AND IS WITHDRAWN EXCEPT FOR THE PRESENT CUSTOMERS RECEIVING SERVICE HEREUNDER AT PREMISES SERVED AS OF AUGUST 16, 1990.

**Availability:**

Available to any Full Service residential water heating customers with permanent automatic storage type water heater installations arranged so as to take service through a separate meter to which no other equipment may be connected and subject to the provisions set forth below. A Full Service customer is one that receives all retail electric services from the Company

**Service:**

Alternating current, 60 Hz, single phase, nominal voltage 208 or 240 as available.

The Company designs and operates its electrical system to provide service voltages within the limits specified in American National Standard Voltage Ratings for Electric Power Systems and Equipment (60 Hz) C 84.1-1982.

**Rate:**

Monthly charges per customer for all customers served under this schedule shall include Distribution Charges, Rate Stabilization Charges, Regulatory Transition Charges and Generation Charges, as shown below. Customers who receive Generation Services from a Certified Supplier may not be served under this schedule; therefore no Shopping Credit applies to this schedule.

**Distribution Charges:**

Customer Charge	\$4.76
Energy Charge:	
First 50 kWh, per kWh	0.303¢
Additional kWh, per kWh	0.027¢

**Transmission and Ancillary Services Charges:**

The Transmission and Ancillary Services Charges will be applied pursuant to the Residential Transmission and Ancillary Service Rider, Tariff Sheet No. 96.

**Rate Stabilization Charges:**

Energy Charge:	
First 50 kWh, per kWh	7.826¢
Additional kWh, per kWh	0.707¢

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**Regulatory Transition Charges:**

Energy Charge:

First 50 kWh, per kWh	5.812¢
Additional kWh, per kWh	0.525¢

**Generation Charges:**

Energy Charge:

First 50 kWh, per kWh	7.889¢
Additional kWh, per kWh	1.828¢

**Minimum Charge:**

Customer charge

**Applicable Riders:**

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown:

Residential Transmission and Ancillary Service	Sheet No. 96
Regulatory Transition Charge Offset Rider	Sheet No. 99
Fuel Recovery Mechanism	Sheet No. 100
Transition Rate Credit	Sheet No. 60
Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
State and Local Tax Rider	Sheet No. 92
Net Energy Metering Rider	Sheet No. 94
Green Resource Rider	Sheet No. 104
Fuel Cost Recovery Rider	Sheet No. 107

**Terms of Payment:**

If the amount billed is not received by the Company offices two days prior to the next scheduled meter reading date, an additional amount equal to 1.5% shall be charged on any unpaid balance existing after this date.

**Rules and Regulations:**

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service.

All water heaters, including replacements of previously installed water heaters, shall be of the standard two element type equipped with upper and lower heating elements controlled by separate thermostats, interlocked so that only one heating element can be in operation at any time. The rating of the upper element shall not exceed 40 watts per gallon and that of the lower element shall not exceed 40 watts per gallon of tank capacity. The minimum tank capacity shall be 30 gallons.

Service may be controlled by the Company, but will be available not less than 14 hours per day; the hours of service to be determined by the Company.

**RESIDENTIAL SERVICE**  
**Optional Electrically Heated Apartment Rate**

**Availability:**

Available for residential service to installations which have electric space and water heating only and are served through one (1) meter for each family unit in an apartment complex consisting of not less than four apartments per building. The insulation and equipment efficiency criteria listed in the Special Rules Provision below must also be satisfied.

When service is used through the same meter for both residential and commercial purposes the applicable general service rate schedule shall apply.

This rate schedule is not available for service to a commercial, institutional or industrial establishment.

**Service:**

Alternating current, 60 Hz, single phase, nominal voltage 120/240 or 120/208 as available.

The Company designs and operates its electric system to provide service voltages within the limits specified in American National Standard Voltage Ratings for Electric Power Systems and Equipment (60 Hz) C 84.1-1989 and as amended.

**Rate:**

Monthly charges per customer for all customers served under this schedule shall include Distribution Charges, Rate Stabilization Charges, Regulatory Transition Charges and Generation Charges, as shown below. Customers served under this schedule who receive Generation Services from a Certified Supplier will qualify for a Shopping Credit as shown below to reduce the sum of other applicable charges.

<b><u>Distribution Charges:</u></b>	<b><u>Winter</u></b>	<b><u>Summer</u></b>
Customer Charge	\$3.86	\$3.86
Energy Charge:		
First 350 kWh, per kWh	2.803¢	2.837¢
Next 750 kWh, per kWh	0.678¢	2.930¢
Over 1,100 kWh, per kWh	2.650¢	2.930¢

**Transmission and Ancillary Services Charges:**

The Transmission and Ancillary Services Charges will be applied pursuant to the Residential Transmission and Ancillary Service Rider, Tariff Sheet No. 96.

**Rate Stabilization Charges:**

	<b><u>Winter</u></b>	<b><u>Summer</u></b>
Energy Charge:		
First 350 kWh, per kWh	2.985¢	3.020¢
Next 750 kWh, per kWh	0.721¢	3.117¢
Over 1,100 kWh, per kWh	2.820¢	3.117¢

The Rate Stabilization Charges above may be replaced by charges pursuant to the Returning Customer Generation Service Rider, Tariff Sheet No. 65, if applicable.

**Regulatory Transition Charges:**

Energy Charge:		
First 350 kWh, per kWh	2.218¢	2.243¢
Next 750 kWh, per kWh	0.536¢	2.316¢
Over 1,100 kWh, per kWh	2.095¢	2.316¢

**Generation Charges:**

Energy Charge:		
First 350 kWh, per kWh	2.780¢	2.799¢
Next 750 kWh, per kWh	1.620¢	2.848¢
Over 1,100 kWh, per kWh	2.698¢	2.848¢

The Generation Charges above may be replaced by charges pursuant to the Returning Customer Generation Service Rider, Tariff Sheet No. 65, if applicable.

Winter Rates shall be applicable for the eight consecutive billing periods of October through May. Summer Rates shall apply in all other billing periods.

**Shopping Credits:**

The Shopping Credit values are subject to the provisions of the Opinion and Order and the Entry on Rehearing in Case No. 03-2144-EL-ATA (Rate Stabilization Plan).

This Shopping Credit applies only to customers who receive Generation services from a Certified Supplier. Such customers shall receive a Shopping Credit equal to the Generation Charge in this schedule. In 2006, the applicable shopping credit will be increased by the amount of the Fuel Recovery Mechanism, Tariff Sheet No. 100. In 2007 and 2008, the applicable shopping credits will be increased by the Shopping Credit Adder, Tariff Sheet No. 64, based on the provisions of the Rate Certainty Plan (RCP) approved by the PUCO in Case No. 05-1125-EL-ATA et al.

For those customers who qualify under the Shopping Credit Rider, Sheet No. 63, the Shopping Credit may be modified as shown in Option 1 or Option 2 on Tariff Sheet No. 63.

In no event will the Shopping Credit be less than zero or exceed the amount set forth on Sheet No. 63.

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**Minimum Charge:**

Customer charge

**Applicable Riders:**

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown.

Residential Transmission and Ancillary Service	Sheet No. 96
Regulatory Transition Charge Offset Rider	Sheet No. 99
Returning Customer Generation Service Rider	Sheet No. 65
Shopping Credit Rider	Sheet No. 63
Shopping Credit Adder	Sheet No. 64
Fuel Recovery Mechanism	Sheet No. 100
Transition Rate Credit	Sheet No. 60
Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
State and Local Tax Rider	Sheet No. 92
Net Energy Metering Rider	Sheet No. 94
Green Resource Rider	Sheet No. 104
Fuel Cost Recovery Rider	Sheet No. 107

**Terms of Payment:**

If the bill payment is not received by the Company offices two days prior to the next scheduled meter reading date, an additional amount equal to 1.5% shall be charged on any unpaid balance existing after this date. This provision is not applicable to unpaid account balances of customers enrolled on income payment plans pursuant to 4901:1-18-04, Ohio Administrative Code.

**Rules and Regulations:**

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service.

Motors and equipment served under this rate schedule must have electrical characteristics so as not to interfere with service supplied to other customers of the Company.

**Contract:**

Customers selecting this rate schedule will be billed for service hereunder for a minimum period of one year unless: 1) service is no longer required by the customer at the same address at any time during the remainder of the one-year period; or 2) at the customer's request when the customer adds or removes load and the company projects that the customer's load characteristics for the next twelve months can be served more economically under an alternative tariff for which the customer qualifies.



**Special Rules:**

The special rules listed below do not apply to customers who were receiving service under this Rate Schedule on May 31, 1999, so long as they continue to receive service on this Rate Schedule.

1. To qualify for this rate, the apartment complex must utilize electric heat pumps, or if electric heating systems other than electric heat pumps are utilized, any air conditioning must have a minimum SEER of 10.
2. Each apartment unit shall be individually metered and billed by the Company.
3. Unavailable To Certain Installations  
This schedule shall not be applicable to the following installations which shall be billed under other schedules of the Company:
  - a. All equipment where the use of electricity is intermittent or the load is of a fluctuating character and where a special service connection is required, including without limitation, pumps, elevators, X-ray machines, welding machines.
  - b. Any service which constitutes an additional service installation.
4. Service under this rate is supplied in accordance with the rules and regulations of the Company and is subject to the jurisdiction of the Public Utilities Commission of Ohio.
5. Continued applicability of this rate to a customer is contingent upon their participation in a positive load control program involving the installation of load controls on electric water heating and central air conditioning should the Company so request.
6. To qualify for this rate, the apartment complex must meet the insulation criteria and energy conservation standards set forth below.

**Insulation Criteria To Be Eligible For This Rate Are:**

The builder of each individually-metered residential dwelling unit shall provide and certify to the Company information specifying the thermal insulation effectiveness (i.e., R/numbers) for insulation installed in each building section along with a description of installation and construction details. If each of the following insulation and other energy conservation standards in that dwelling unit is met, the Company shall approve the Consumer's application to be billed under the provisions of the Optional Electrically Heated Apartment Rate.

**Energy Conservation Standards:**

	<u>Minimum Insulating Value Of Insulation Installed</u>
I. Building Sections (Except in Manufactured Housing Units)	
A. Exterior Walls	
1. Masonry walls including basement walls above frost line.	R/5
2. Frame and other fabricated exterior walls above grade.	
a. Where use of expanded polystyrene rigid board insulation (or equivalent material with comparable R/factor) is permitted.	R/18
b. In other locations.	R/11
3. Common walls between separate dwelling units.	R/11

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- B. Ceilings
    - 1. Uppermost ceiling separating heated from unheated areas. R/38
  - C. Floors
    - 1. Frame floors over unheated areas. R/22
    - 2. Slab-on-grade floors shall have insulation at the perimeter edge:
      - a. On the inside of the foundation wall from top of slab floor to below the frost line around the perimeter of the slab, or R/10
      - b. Form the top of slab floor and extended down the thickness of the slab and then continued horizontally back under the slab to a width of at least two feet around the perimeter of the slab floor:
        - Vertical Portion R/10
        - Horizontal Portion R/5
    - 3. Heating/cooling ducts that are installed in slab floors shall be enclosed on the warm winter side of the perimeter insulation in the manner provided in 2-(b) above.
  - D. Windows
    - 1. Total window area shall not exceed 15% of the total floor area.
    - 2. Windows shall be double-glazed
    - 3. Metal windows without a thermal break are prohibited.
    - 4. Any basement window shall be double-glazed or provided with a plastic bubble covering the entire window opening. No more than the minimum area of windows allowed by municipal code shall be installed.
    - 5. Air leakage shall not exceed 0.5 cfm per foot of operable sash crack.
  - E. Doors
    - 1. Doors shall contain an insulation core, or
    - 2. Uninsulated doors shall be installed with storm doors on exterior door units.
    - 3. Air leakage shall not exceed 0.5 cfm per square foot of door area for sliding glass doors and swinging doors, respectively.

II. Insulation and Other Construction Techniques (Except in Manufactured Housing Units)

A. Insulation Installation Procedures

Insulation shall be installed in building sections in a workmanlike manner in order to receive the thermal insulation effectiveness of the manufacturer's designated R/numbers on their products.

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1. Insulation on all side walls shall be firmly packed without exposures, at both top and bottom of wall cavities.
  2. Insulation shall be chinked into all rough windows and door frame openings and covered with a vapor barrier.
  3. Batts shall be neatly stapled at least every 6 inches.
- B. A maximum of one sliding glass door per floor of living area shall be installed.
- C. All shower heads shall be equipped with flow control devices to limit total flow to a maximum of 3 gpm per shower head.
- D. All heating/cooling ducts running through unconditioned spaces shall be fully insulated, both supply and return air ducts (R/7 or better).
- E. Electric Hot Water Installation Procedures
1. Water heaters providing the domestic hot water supply shall not be located in unheated areas unless additional insulation is installed surrounding the tank.
  2. Water heaters shall be located as close as possible to the points of greatest use of hot water. Where points of use are widely separated, more than one water heater shall be installed to eliminate excessive runs of hot water lines.
  3. All hot water lines running through unconditioned areas shall be insulated (R/3.5 or better).
  4. The electric water heater installed must have a minimum insulation of R/10 or a thermal insulation jacket that, in combination with the water heater's insulation, meets or exceeds such minimum insulation of R/10 to qualify for this rate.
- F. Caulking and Sealants
- Exterior joins around windows and door frames, between wall and foundation, between wall and roof, between wall panels, at penetrations of utility services through walls, roofs, and through floors over unheated spaces, and all other openings in the exterior envelope of said dwelling structures shall be caulked, gasketed, weatherstripped, or otherwise sealed to prevent air leakage.
- G. Vapor Barriers
1. All insulation shall be installed with vapor barriers, rated 1 perm or less, on the warm winter side of the insulation; provided, however, that vapor barriers shall not be required for top-ceiling areas that meet the attic ventilation provisions of Section 1529.11 of the Regional Dwelling House Code or applicable provisions of the Ohio Building Code.
  2. Slab floors in living areas and slabs in crawl-space areas shall have vapor barriers rated 4 mil thickness with maximum 1 perm vapor penetration installed beneath the slab.
  3. Vapor barriers, if damaged, shall be repaired before the final wall finish is installed.

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III. Manufactured Housing Units Standards for Space Heating Discount

At a minimum, manufactured housing shall meet the requirements of the Ohio Basic Building Code for Energy Conservation in New Building Construction, Rule 4101:2-25-03.

- IV. In the event the apartment complex undertakes measures to improve the thermal efficiency of the structure in a manner that results in heat loss improvements equivalent to the criteria provided above, the apartment complex shall have met the insulation criteria.

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**GENERAL SERVICE**

**Secondary Voltages**

**Availability:**

Available to general service installations requiring secondary voltage service.

Where a customer requires both single and three phase services, all service will be metered through one three phase meter and so billed unless circumstances not under the control of the Company make it impractical or not feasible to do so.

**Service:**

Alternating current, 60 Hz, at nominal voltages-of 120/240 or 120/208 or 277 single phase, or 120/208 or 277/480 three phase, as may be available from suitable distribution facilities of adequate capacity adjacent to the premises to be served. Other secondary Voltages or service from primary or transmission facilities may be obtained from available facilities provided the customer owns, operates and maintains all necessary transforming, controlling, regulating and protective equipment.

The Company designs and operates its electrical system to provide service voltages within the limits specified in American National Standard Voltage Ratings for Electric Power Systems and Equipment (60 Hz) C84.1-1982.

**Rate:**

Monthly charges per customer for all customers served under this schedule shall include Distribution Charges, Rate Stabilization Charges, Regulatory Transition Charges and Generation Charges, as shown below. Customers served under this schedule who receive Generation Services from a Certified Supplier will qualify for a Shopping Credit as shown below to reduce the sum of other applicable charges.

**Distribution Charges:**

Customer Charge	\$15.13
Energy Charge:	
First 500 kWh, per kWh	1.846¢
Balance to 165 kWh per kW of billing demand, per kWh	2.029¢
Next 85 kWh per kW of billing demand, per kWh	0.353¢
Over 250 kWh per kW of billing demand, per kWh	0.136¢

**Transmission and Ancillary Services Charges:**

The Transmission and Ancillary Services Charges will be applied pursuant to the Commercial Transmission and Ancillary Service Rider, Tariff Sheet No. 97.

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**Rate Stabilization Charges:**

Energy Charge:

First 500 kWh, per kWh	3.420¢
Balance to 165 kWh per kW of billing demand, per kWh	3.761¢
Next 85 kWh per kW of billing demand, per kWh	0.651¢
Over 250 kWh per kW of billing demand, per kWh	0.252¢

The Rate Stabilization Charges above may be replaced by charges pursuant to the Returning Customer Generation Service Rider, Tariff Sheet No. 65, if applicable.

**Regulatory Transition Charges:**

Energy Charge:

First 500 kWh, per kWh	2.544¢
Balance to 165 kWh per kW of billing demand, per kWh	2.797¢
Next 85 kWh per kW of billing demand, per kWh	0.485¢
Over 250 kWh per kW of billing demand, per kWh	0.188¢

**Generation Charges:**

Energy Charge:

First 500 kWh, per kWh	6.289¢
Balance to 165 kWh per kW of billing demand, per kWh	6.792¢
Next 85 kWh per kW of billing demand, per kWh	2.195¢
Over 250 kWh per kW of billing demand, per kWh	1.604¢

The Generation Charges above may be replaced by charges pursuant to the Returning Customer Generation Service Rider, Tariff Sheet No. 65, if applicable.

**Shopping Credits:**

The Shopping Credit values are subject to the provisions of the Opinion and Order and the Entry on Rehearing in Case No. 03-2144-EL-ATA (Rate Stabilization Plan).

This Shopping Credit applies only to customers who receive Generation services from a Certified Supplier. Such customers shall receive a Shopping Credit equal to the Generation Charge in this schedule. In 2006, the applicable shopping credit will be increased by the amount of the Fuel Recovery Mechanism, Tariff Sheet No. 100. In 2007 and 2008, the applicable shopping credits will be increased by the Shopping Credit Adder, Tariff Sheet No. 64, based on the provisions of the Rate Certainty Plan (RCP) approved by the PUCO in Case No. 05-1125-EL-ATA et al.

For those customers who qualify under the Shopping Credit Rider, Sheet No. 63, the Shopping Credit may be modified as shown in Option 1 or Option 2 on Tariff Sheet No. 63.

In no event will the Shopping Credit be less than zero or exceed the amount set forth on Sheet No. 63.

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**Minimum Charge:**

Except in the case of seasonal or temporary discontinuance of service the Minimum Charge shall be \$ 15.13 plus \$6.09 per kW of billing demand in excess of 5 kW plus applicable fuel adjustment charges of 1.3567¢ per kWh.

**Recreation Lighting:**

The Minimum Charge shall not apply to the billing for separately metered outdoor recreation facilities owned by non-profit governmental and educational institutions.

**Billing Demand in kW:**

The billing demand for the month shall be the greatest of:

- (1) The measured demand determined from the highest kW registration of a thermal or 30-minute integrating type meter.
- (2) 5.0 kW.
- (3) The contract demand.

For Full Service customers, when metering capable of measuring on-peak and off-peak demands is in use, the customer's measured demand shall be the greater of the on-peak demand or 25 percent of the off-peak demand. Where such a customer has the capability of moving a deferrable demand to an off-peak period and desires to do so, the Company will provide the metering capability to measure demands occurring during on-peak and off-peak periods upon payment by the customer of an amount equal to the additional cost of a time-of-day meter. These installations are not available to seasonal customers or customers who are not Full Service customers. A Full Service customer is one that receives all retail electric services from the Company during the period the metering installation is in place.

On-peak periods are from 8:00 A.M. to 9:00 P.M. local time Monday through Friday, except for the following legal holidays observed during these periods: New Years Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. These observed legal holidays and all other periods shall be off-peak.

The Company shall not be required to increase the capacity of any service facilities in order to furnish off-peak demands. The Company reserves the right, upon 30 days notice to customers affected, to change the time or times during which on-peak demands may be established.

**Applicable Riders:**

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown:

Commercial Transmission and Ancillary Service	Sheet No. 97
Regulatory Transition Charge Offset Rider	Sheet No. 99
Returning Customer Generation Service Rider	Sheet No. 65
Shopping Credit Rider	Sheet No. 63
Shopping Credit Adder	Sheet No. 64
Fuel Recovery Mechanism	Sheet No. 100
Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
State and Local Tax Rider	Sheet No. 92
Electric Fuel Component	Sheet No. 93
Net Energy Metering Rider	Sheet No. 94
Green Resource Rider	Sheet No. 104
Fuel Cost Recovery Rider	Sheet No. 107

**Adjustment for Primary Metering:**

Where a transformer installation (regardless of ownership) is utilized solely to furnish service to a single customer, the Company may meter the service on the primary side of the transformers, and in such case the demand and energy registrations shall each be reduced 2%.

**Terms-of Payment:**

If the bill payment is not received by the Company offices two days prior to the next scheduled meter reading date, an additional amount equal to 1.5% shall be charged on any unpaid balance existing after this date. The terms of payment for bills rendered to government accounts shall be in accordance with Sheet No. 55, Late Payment Charges for government Accounts.

**Power Factor Correction:**

The Company may, at its option, test or meter the power factor of the customer's load and for either a leading or lagging power factor of less than eighty-five hundredths (0.85) the measured load shall be adjusted by multiplying the measured load by the ratio of 0.85 divided by the power factor of the load. No correction will be made where the power factor is found to be greater than 0.85.

**Auxiliary or Standby Service:**

When auxiliary or standby service is furnished, a contract demand shall be established by mutual agreement and shall be specified in the service contract. No reduction in contract demand shall be permitted during the term of the contract. In re-contracting for auxiliary or standby service, the new contract demand shall not be less than 60% of the highest billing demand during the last eleven months of the previous contract. When the Company determines the customer is receiving auxiliary or standby service without having executed the required service contract the monthly billing demand shall be no less than 60% of the highest billing demand during the preceding eleven months.

**Seasonal or Temporary Discontinuance of Service:**

Where service has been discontinued at customer's request because of seasonal occupancy of the premises or where service has been discontinued because the customer's occupancy is to be temporarily discontinued, the minimum charge as provided above shall not be applicable during such discontinuance of service, but in lieu thereof the appropriate reconnection charge on Sheet No. 53, Miscellaneous Charges, will apply when service is reestablished. Seasonal or Temporary service is not applicable to customers taking standby service.

**Rules and Regulations:**

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service.

**Contract:**

An application is required for secondary voltage service. For primary or transmission voltage service, an annual contract is required.



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**GENERAL SERVICE SECONDARY VOLTAGES**

**Optional Space and Water Heating Rider**

**Availability:**

This rate sheet is in the process of elimination and is withdrawn except for the present customers receiving service hereunder at premises served as of April 1, 2006.

Available to any general service customer taking service under the Company's general service-secondary voltages rate (Rate 21), where the customer has installed the necessary wiring that will permit the Company to separately meter the operation of specified qualifying electrical equipment. This Rider is only available to Full Service customers under the Rider option. A Full Service customer is one that receives all retail electric services from the Company.

Not available for standby service or to customers served at other than secondary voltages.

This rider provides for one separately metered service to qualifying equipment and is applicable only to space and water heating load.

**Qualifying Equipment:**

Qualifying equipment includes electric space conditioning, water heating and stored energy systems.

Electric water heating equipment must have a minimum aggregate tank capacity of eighty (80) gallons when the only equipment served under this rider is electric water heating.

No equipment except that specified as qualifying equipment shall be connected to the separately metered service provided under this rider. Where it is determined that non-qualifying loads are served under the rider, the rider shall be terminated immediately, and Rate 21 will be applicable for billing.

**Provisions:**

Controlled service will be provided under the rider on a year-round basis, except that where space cooling equipment is included as part of the qualifying equipment rider service will be provided only during the winter period, October through May. Controlled service is subject to a continuous interruption of two hours in any six hour period.

Seasonal service will be provided without control under the rider during the winter period, October through May.

Each installation shall be approved only after verification has been made by the Company that compliance requirements have been met. Periodic checks of the installed facilities will be made by Company representatives to verify continuing compliance with the Company's requirements.

The minimum service period for this rider is twelve consecutive months.  
All provisions under Rate 21 shall be applicable.

**Rate:**

Monthly charges per customer for all customers served under this schedule shall include Distribution Charges, Rate Stabilization Charges, Regulatory Transition Charges and Generation Charges, as shown below. Customers served under this schedule who receive Generation Services from a Certified Supplier may not be served under this schedule; therefore no shopping credit applies to this schedule.

**Distribution Charges:**

Customer Charge	\$6.67
Energy Charges	
Controlled Service All kWh, per kWh	0.282¢
Seasonal Service All kWh, per kWh	0.311¢

**Transmission and Ancillary Services Charges:**

The Transmission and Ancillary Services Charges will be applied pursuant to the Commercial Transmission and Ancillary Service Rider, Tariff Sheet No. 97.

**Rate Stabilization Charges:**

Energy Charges	
Controlled Service All kWh, per kWh	0.522¢
Seasonal Service All kWh, per kWh	0.574¢

**Regulatory Transition Charges:**

Energy Charges	
Controlled Service All kWh, per kWh	0.388¢
Seasonal Service All kWh, per kWh	0.427¢

**Generation Charges:**

Energy Charges	
Controlled Service All kWh, per kWh	2.003¢
Seasonal Service All kWh, per kWh	2.080¢

**Billing:**

Rate 21 shall apply to all rider service usage during those months where rider service is not applicable except the customer charge shall be \$ 7.00 and the minimum charge shall be waived.

**Applicable Riders:**

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown:

Commercial Transmission and Ancillary Service	Sheet No. 97
Regulatory Transition Charge Offset Rider	Sheet No. 99
Fuel Recovery Mechanism	Sheet No. 100
Universal Service Rider	Sheet No. 90
State and Local Tax Rider	Sheet No. 92
Net Energy Metering Rider	Sheet No. 94
Green Resource Rider	Sheet No. 104
Fuel Cost Recovery Rider	Sheet No. 107

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**GENERAL SERVICE - LARGE**  
**DISTRIBUTION PRIMARY AND TRANSMISSION VOLTAGES**

**Availability:**

Available to general service installations requiring distribution primary or transmission voltage service.

**Service:**

All service under this rate will be served through one meter for each installation.

Alternating current, 60 Hz, three phase, at primary or transmission voltages as available from suitable facilities of adequate capacity adjacent to the premises to be served. The customer will be responsible for all transforming, controlling, regulating and protective equipment and its operation and maintenance.

**Rate:**

Monthly charges per customer for all customers served under this schedule shall include Distribution Charges, Rate Stabilization Charges, Regulatory Transition Charges and Generation Charges, as shown below. Customers served under this schedule who receive Generation Services from a Certified Supplier will qualify for a Shopping Credit as shown below to reduce the sum of other applicable charges.

**Distribution Charges:**

Capacity Charge:

First 2,000 kVA of billing demand, per kVA	\$1.911
Next 2,000 kVA of billing demand, per kVA	\$1.911
Additional kVA of billing demand over 4,000 kVA, per kVA	\$1.504

**Transmission and Ancillary Services Charges:**

The Transmission and Ancillary Services Charges will be applied pursuant to the Industrial Transmission and Ancillary Service Rider, Tariff Sheet No. 98.

**Rate Stabilization Charges:**

Energy Charges

First 250 kWh per kVA of billing demand, per kWh	2.926¢
Over 250 kWh per kVA of billing demand, per kWh	1.052¢

The Rate Stabilization Charges above may be replaced by charges pursuant to the Returning Customer Generation Service Rider, Tariff Sheet No. 65, if applicable.

**Regulatory Transition Charges:**

Energy Charges

First 250 kWh per kVA of billing demand, per kWh	1.784¢
Over 250 kWh per kVA of billing demand, per kWh	0.637¢

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**Generation Charges:**

Capacity Charge:

First 2,000 kVA of billing demand, per kVA	\$14.237
Next 2,000 kVA of billing demand, per kVA	\$14.109
Additional kVA of billing demand over 4,000 kVA, per kVA	\$10.908

Energy Charges

First 250 kWh per kVA of billing demand, per kWh	(0.806)¢
Over 250 kWh per kVA of billing demand, per kWh	0.594¢

The Generation Charges above may be replaced by charges pursuant to the Returning Customer Generation Service Rider, Tariff Sheet No. 65, if applicable.

**Shopping Credits:**

The Shopping Credit values are subject to the provisions of the Opinion and Order and the Entry on Rehearing in Case No. 03-2144-EL-ATA (Rate Stabilization Plan).

This Shopping Credit applies only to customers who receive Generation services from a Certified Supplier. Such customers shall receive a Shopping Credit equal to the Generation Charge in this schedule. In 2006, the applicable shopping credit will be increased by the amount of the Fuel Recovery Mechanism, Tariff Sheet No. 100. In 2007 and 2008, the applicable shopping credits will be increased by the Shopping Credit Adder, Tariff Sheet No. 64, based on the provisions of the Rate Certainty Plan (RCP) approved by the PUCO in Case No. 05-1125-EL-ATA et al.

For those customers who qualify under the Shopping Credit Rider, Sheet No. 63, the Shopping Credit may be modified as shown in Option 1 or Option 2 on Tariff Sheet No. 63.

In no event will the Shopping Credit be less than zero or exceed the amount set forth on Sheet No. 63.

**Discount:**

All capacity charges and energy charges including riders Sheet No. 63, Sheet No. 64, and Sheet No. 98 shall be reduced by:

- 3.0% if customer receives service directly from 23,000 or 34,500 volt transmission system.
- 5.0% if customer receives service directly from 69,000 volt transmission system.
- 7.5% if customer receives service directly from 138,000 volt transmission system.

The discounts shall not apply to any other applicable riders.

**Billing Demand in kVA:**

The billing demand for the month shall be the greatest of:

- (1) The measured demand determined from the highest kVA registration of a thermal or 30-minute integrating type meter.
- (2) 60% of the highest billing demand during the preceding eleven months.\*
- (3) 100 kVA.
- (4) The contract demand.

If metering capable of determining the power factor of measured demands is installed, (1) above shall be replaced by the following:

- (1) The measured demand determined from the highest lagging kVA or the highest kW.

\* Pursuant to Demand Ratchet Waiver Rider, Sheet No. 27, the 60% billing demand ratchet provision is temporarily waived.

For a Full Service customer, when metering capable of measuring on-peak and off-peak demands is in use, the customer's measured demand shall be the greater of the on-peak demand or 25 percent of the off-peak demand. Where such a customer has the capability of moving a deferrable demand to an off-peak period and desires to do so, the Company will provide the metering capability to measure demands occurring during on-peak and off-peak periods upon payment by the customer of an amount equal to the additional cost of a time-of-day meter. A Full Service customer is one that receives all retail electric services from the Company

On-peak periods are from 8:00 A.M. to 9:00 P.M. local time Monday through Friday, except for the following legal holidays observed during these periods: New Years Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. These observed legal holidays and all-other periods shall be off-peak.

Where it has been demonstrated that through load management equipment or other procedures a customer has shifted 40% of his load to the off-peak period on an on-going basis and such change of load will cause the 60% billing demand ratchet provision to be used in billing the account, the customer may be allowed to reestablish his maximum demand for billing purposes.

The Company shall not be required to increase the capacity of any service facilities in order to furnish off-peak demands. The Company reserves the right, upon 30 days notice to customers affected, to change the time or times during which on-peak demands may be established.

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**Minimum Charge:**

The minimum monthly charge shall be the sum of all capacity charges including riders Sheet No. 63, Sheet No. 65 and Sheet No. 98.

**Applicable Riders:**

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown:

Industrial Transmission and Ancillary Service	Sheet No. 98
Regulatory Transition Charge Offset Rider	Sheet No. 99
Returning Customer Generation Service Rider	Sheet No. 65
Shopping Credit Rider	Sheet No. 63
Shopping Credit Adder	Sheet No. 64
Fuel Recovery Mechanism	Sheet No. 100
Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
State and Local Tax Rider	Sheet No. 92
Net Energy Metering Rider	Sheet No. 94
Green Resource Rider	Sheet No. 104
Fuel Cost Recovery Rider	Sheet No. 107

**Adjustment for Secondary Metering:**

The Company reserves the right to install the metering equipment on either the primary or secondary side of the customer's transformers, and when installed on the secondary side, compensating-metering equipment will be used to correct transformer losses for transmission service. Primary service will be corrected by increasing the demand and energy registrations by 2%.

**Terms of Payment:**

The net amount is due and payable within fifteen days after the date of mailing of the bill. If the net amount is not paid on or before the date shown on the bill the gross amount, which is 2% more than the net amount, is due and payable. The terms of payment for bills rendered to government accounts shall be in accordance with Sheet No. 55, Late Payment Charges for Government Accounts.

**Auxiliary or Standby Service:**

When auxiliary or standby service is furnished, a contract demand shall be established by mutual agreement and shall be specified in the service contract.

No reduction in contract demand shall be permitted during the term of the contract. In recontracting for auxiliary or standby service, the new contract demand shall not be less than 60% of the highest billing demand during the last eleven months of the previous contract.

The Demand Ratchet Waiver Rider, Sheet No. 27, shall not be applicable to customers receiving auxiliary or standby service without a contract for such service.

**Interruptible Provision:**

For a Full Service customer, the Company will negotiate providing interruptible service to the customer, upon request by the customer, where it can be demonstrated that there is an interruptible load of at least 1,000 kW, which may, at the customer's option, include the following:

- a. the number of average annual hours of potential interruption;
- b. the hours each month during which interruption may occur;
- c. the potential duration of such interruptions;
- d. the months during which interruption may not occur; and
- e. a statement of the number of guaranteed firm service hours each month.

A Full Service customer is one that receives all retail electric services from the Company.

**Rules and Regulations:**

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service. The Company's general policy of supplying regulated voltages does not apply to this rate schedule.

**Contract:**

Electric service hereunder will be furnished in accordance with a written contract which by its term shall be in full force and effect for a minimum period of one year and shall continue in force thereafter from year to year unless either party shall give to the other not less than 60 days notice in writing prior to the expiration date of any said yearly periods that the contract shall be terminated at the expiration date of said yearly period. When a contract is terminated in the manner provided herein, the service will be discontinued.

When the service is reestablished for the benefit of the same customer at the same location within a period of less than twelve months from the date when service was discontinued, all of the conditions during the previous contract period applicable to billing shall apply and the billing demand shall not be less than 60% of the highest billing demand during the last eleven months of the previous contract period.

**GENERAL SERVICE**

**Partial Service Rider**

**Applicability:**

This Rider applies to general service customers having on-site non-synchronous generation equipment or synchronous generation equipment that does not qualify for The Net Energy Metering Rider capable of supplying a portion of their power requirements for other than emergency purposes.

**Service Terms and Conditions:**

**Backup Reservation Service and Scheduled Maintenance Service:**

Backup Reservation Service and Scheduled Maintenance Service is capacity that the Company reserves to replace capacity normally provided by the customer's on-site generating facilities. The contract shall designate the amount of Specified Backup Capacity and the amount of Specified Scheduled Maintenance Capacity, but in no event will the Specified Backup Capacity or the Specified Scheduled Maintenance Capacity exceed the net capability of the customer's generating facility. The Specified Scheduled Maintenance Capacity shall not exceed the Specified Backup Capacity. Both services shall be considered firm up to the limits specified in the contract for partial service.

The customer shall notify the Company within 24 hours of the occurrence of a partial or full outage affecting the generating facilities when the duration of such outage is expected to extend for a period greater than 3 days, and again within 24 hours after the end of such outage. All verbal notifications will be confirmed in writing.

**Backup Reservation Service:**

If a customer has not contracted for Supplementary Service, and the recorded demand for such customer exceeds the Specified Backup Capacity in any month, then the Specified Backup Capacity shall be increased to reflect such excess during the remaining term of the contract, but not to exceed the capability of the customer's generation facilities.

If a customer has contracted for Backup Reservation Service in an amount less than the net capability of the customer's generating facilities, and the recorded demand for such customer exceeds the sum of the Specified Supplementary Capacity plus Specified Backup Capacity, then the Specified Backup Capacity shall be increased to reflect such excess during the remaining term of the contract, but not to exceed the capability of the customer's generation facilities.



**Scheduled Maintenance Service:**

For customers contracting for Scheduled Maintenance Service, the customer Shall notify the Company 60 days in advance of the beginning of each calendar year of its preferred maintenance schedule for its generating facilities. Upon agreement by the Company, a preliminary maintenance schedule will be established for the customer. The scheduled maintenance may be cancelled by the Company at any time with 5 days' notice prior to the commencement of the scheduled maintenance if conditions on the Company's system warrant such cancellation or at any time prior to the start of each weekly period by the customer with 5 days notice.

Scheduled maintenance cancelled pursuant to the conditions described above shall be rescheduled in a manner acceptable to the customer and the Company.

Scheduled Maintenance Service shall be provided for a maximum of two thirty-day periods in any 12-month period. Nothing shall preclude the customer from performing maintenance within the limits of the contract at any time. With the exception of the 5 day notice described above, the maintenance schedule cannot be unilaterally altered but may be modified by mutual agreement.

**Supplementary Service:**

Supplementary Service is firm service in addition to Backup and/or Scheduled Maintenance Service. The contract demand for Supplementary Service shall not be greater than the amount of Specified Supplementary Capacity, or less than the minimum in the Otherwise Applicable Rate Schedule.

**Conditions:**

All provisions in the Otherwise Applicable Rate Schedule related to billing and terms and conditions of service shall apply to service under this Rider. The term "Otherwise Applicable Rate Schedule" as used herein refers to the rate schedule for service which would be applicable to the customer if it were a full service customer, except that if the Otherwise Applicable Rate Schedule does not set forth specific capacity charges then for billing purposes such rate schedule shall be appropriately adjusted, with Commission approval, to make the charges consistent with the provisions hereof.

In applying this Rider, or any part thereof, the Company does not waive the right to disconnect a customer who connects or operates equipment in parallel with the Company's system without approval of the Company or who in any way interferes with or jeopardizes service to other customers, endangers others or adversely affects the Company's operations.

The customer must comply with the General Conditions For Interconnection of customer owned Generation with Ohio Edison System. Service under this Rider is subject to the Rules and Regulations of the Company on file with the Public Utilities Commission of Ohio.

**Rate:**

**Administrative Charge**

\$ 47.70 per month.

**Backup Capacity Reservation Charge and Daily Backup Power:**

The demand charges for Backup Capacity reserved and for Daily Backup Power taken shall be per the voltage level the customer is served as follows.

		Backup Capacity Reservation Charge per Month				
Voltage Level		Transmission & Distribution	Generation			
	Secondary Voltage, per kW	\$3.02				\$1.19
	Primary Voltage, per kVA	\$2.73				\$1.15
	23 & 34.5 kV, per kVA	\$2.27				\$1.12
	69 kV, per kVA	\$1.94				\$1.12
	138 kV, per kVA	\$1.34				\$1.10
-----Daily Backup Power-----						
-----Ancillary Services-----						
Voltage Level	Generation	Scheduling, System Control & Dispatch	Reactive Supply and Voltage Control from Generation Sources	Regulation and Frequency Control	Spinning Reserve	Supple- mental Reserve
Secondary Voltage, per kW	\$0.83	\$0.003	\$0.003	\$0.004	\$0.003	\$0.007
Primary Voltage, per kVA	\$0.81	\$0.003	\$0.003	\$0.004	\$0.003	\$0.007
23 & 34.5 kV, per kVA	\$0.79	\$0.003	\$0.003	\$0.004	\$0.003	\$0.007
69 kV, per kVA	\$0.77	\$0.003	\$0.003	\$0.004	\$0.003	\$0.007
138 kV, per kVA	\$0.75	\$0.003	\$0.003	\$0.004	\$0.003	\$0.007

Daily Backup Power is available for a maximum of fifteen days a year. If Daily Backup Power is used for more than fifteen days in a billing period, the Customer's entire load will be billed as Supplementary Service for that period at the Otherwise Applicable Rate Schedule, with its transition charges and shopping credits. The fifteen days in that billing period would not count toward the annual limitation. Demands created by Daily Backup Power will not be used for demand ratchet calculations in future months.

**Scheduled Maintenance Power:**

Power used during periods of agreed upon scheduled maintenance shall be billed on an on-peak daily basis based upon one-half the demand charges for Daily Backup Power.

**Billing Demand for Supplementary Service:**

The billing demand for the month for Supplementary Service shall be calculated per the Otherwise Applicable Rate Schedule with the exception that during periods of Daily Backup or Maintenance Power, each half-hour demand during the outage shall be reduced by the lesser of (1) the contract demand for Backup or Maintenance Power, or (2) the amount of Backup or Maintenance Power actually used during that half hour as determined by interval metering of the customer's on-site generation.

On peak periods are from 8:00 a.m. to 9:00 p.m. local time Monday through Friday, except for the following legal holidays observed during these periods: New Years Day, Martin Luther King, Jr. Day, Presidents' Day Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. These observed legal holidays and all other periods shall be off-peak.

**Billing Demand for Daily Backup Power or Maintenance Power:**

The daily billing demand for Backup or Maintenance Power shall be calculated during unavailability of the customer's generation in the on-peak period by finding the greatest positive difference between (1) the customer's actual load taken from the Company and (2) their Billing Demand for Supplementary Service for that month. During months when the customer's generation does not operate in the on-peak period, and the customer is not taking Maintenance Power, Daily Backup Power billing demands shall not be calculated and the customer's entire load shall be billed under Supplementary Service.

**Energy for Backup or Maintenance Power:**

The Energy Charge for Backup Power or Maintenance Power shall be \$ 0.02308 per kWh with the exception of when Backup Power is billed at the Otherwise Applicable Rate Schedule for that billing month. Backup or Maintenance energy shall be calculated during outages of the customer's generation in the on-peak period by the summation of the positive differences between (1) the customer's actual load taken from the Company and (2) their Supplemental load for that billing month. The Backup or Maintenance energy charge is cost recovery and will be split between RTC and RSC in proportion to RTC and RSC charges in the Otherwise Applicable Rate Schedule. If the total applicable RTC and RSC charge from the Otherwise Applicable Rate Schedule were to be less than the \$0.02308 per kWh, the excess would be generation charges.

**Generation from Certified Suppliers:**

The "Generation" Charges shown for Backup Capacity Reservation, Daily Backup Power and Energy for Backup or Maintenance Power will not apply to the Customer who receives generation services from a Certified Supplier.

**Applicable Riders:**

Rates and charges specified above shall be modified in accordance with provisions of the following applicable riders in the order shown:

Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
Fuel Cost Recovery Rider	Sheet No. 107

**Maximum Charge:**

The maximum billing period charge under this rider shall be limited such that the customer cannot be charged more than if his entire load and energy was billed under the Otherwise Applicable Rate Schedule for that billing month plus the Administrative Charge of this rider.

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**Terms of Payment:**

Terms of payment shall be the same as stated in the Otherwise Applicable Rate Schedule.

**Contract**

Service under this Rider shall be provided only after a Partial Service Contract is entered between the customer and the Company. The initial term of such contract shall not be less than one year and such term shall be automatically extended for the period specified unless cancelled. Contracts may be canceled by either party at the end of the initial term or extension thereof on not less than sixty days' prior written notice. Each such contract shall identify the Specified Backup Capacity, the Specified Scheduled Maintenance Capacity, the Specified Supplementary Capacity, and the Contract Demand for Supplementary Service.

Nothing in this Rider shall limit the customer and the Company from entering into individualized contracts for partial service, subject to Commission approval. Arrangements that provide for deviations from this tariff shall address the pertinent characteristics of the project that influence the cost of providing said service including the following:

- (1) The expected reliability of the partial service customer's generating service,
- (2) The ability of the partial service customer to accept interruptible service under backup conditions.
- (3) The ability of the partial service customer to reduce backup load requirements during system peak hours, both on a seasonal and daily basis,
- (4) The length of any scheduled outages,
- (5) Whether there is sufficient local facility capacity to serve the load,
- (6) Whether there is sufficient substation capacity to serve the load,
- (7) Whether there is sufficient transmission and generation capacity to serve the load,
- (8) Whether the new or displaced load which is to be served under backup conditions requires a duplication of existing facilities which are currently dedicated to the service,
- (9) Whether short or long-term purchase power is available and at a price which would act as a surrogate for utility-owned capacity,
- (10) Whether the duration of the arrangement allows for long-term utility planning of least cost capacity availability, and
- (11) Whether service is backup for economic decisions to not operate customer-owned equipment or for mechanical availability reasons not to operate customer-owned or supplied equipment.

**Facilities and Services:**

The customer shall install required interconnection facilities as set forth in interconnection policies of the Company.

Where additional transmission and/or distribution facilities are specifically required to provide partial service and where the estimated partial service revenue is insufficient to justify the additional investment required to furnish such service, the Company reserves the right to require the customer to pay for all or any portion of the costs associated with providing the facilities.

The customer shall reimburse the Company for the cost of installing, maintaining and/or continuing to provide additional, modified or special facilities and services which are required solely to provide scheduled maintenance power.

**General Provisions:**

If the customer refuses to sign a Partial Service Contract, service to the customer may be denied or terminated.

**GENERAL SERVICE**

**Unmetered Service**

**Availability:**

Available for General Service Secondary Voltages (Rate Schedule No. 21) and Lighting Service, All-Night Outdoor Lighting Rate (Rate Schedule No. 33) services with loads of constant wattage such that the monthly use may be calculated accurately and where the Company and the customer agree to unmetered service.

**Terms and Conditions of Service:**

The service furnished and bills rendered shall be in accordance with the corresponding applicable rate schedule in effect. Bill calculations for each point of delivery shall be made in accordance with the appropriate rate schedule.

The monthly billing load, where applicable, shall be the connected load in kilowatts. The monthly billing kilowatt-hours shall be the product of hours use times connected load.

**Special Rules:**

The customer shall notify the Company of the initial connected load and hours use of the service and shall provide advance notice of each subsequent change in such load or hours use. The Company may make an inspection of the customer's equipment at any time to verify connected loads and hours use. In the event of the customer's failure to notify the Company of an increase in load, the Company reserves the right to refuse to provide unmetered service at the delivery point thereafter.

**GENERAL SERVICE**

**Industrial Development Assistance Rider**

Industrial Full Service customers served under the Company's General Service - Large, Sheet No. 23, with magnetic tape metering installed may request from the Company additional power on a temporary basis in order to take advantage of special business opportunities. At the Company's sole discretion, such requests may be approved for a maximum period of three months.

A minimum contract demand shall be established by the Company for the customer during the period the temporary power is being supplied, based on previous billing loads, to assure that the additional power scheduled relates only to additional business. This scheduled additional power shall be exempted from application of the demand ratchet provisions in Sheet No. 23 during the subsequent eleven month period.

The additional power shall be scheduled on a weekly basis and billed under the provisions of Sheet No. 23. Such bills shall be prorated on a weekly basis.



**GENERAL SERVICE**

**Demand Ratchet Waiver Rider**

**(Temporary)**

The billing demand provision in the General Service-Large rate which provides that the billing demand for the month shall not be less than 60% of the highest billing demand during the preceding eleven months is waived.

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**GENERAL SERVICE - HIGH USE MANUFACTURING**

**Distribution Primary and Transmission Voltages**

**Availability:**

Available to customers which have manufacturing plants with monthly contracted demand greater than 8,000 kVA.

For the present customers receiving service hereunder at premises served as of June 9, 2004, only for purposes of determining whether the 8,000 kVA criterion is met, multiple manufacturing plants under common ownership and control in the Company's service territory whose contract demands aggregate to 8,000 kVA, and each of which is not less than 2,500 kVA, may also take service under this tariff, each at the appropriate voltage level, provided that each manufacturing plant is a Full Service customer. A Full Service customer is one that receives all retail electric services from the Company. Such aggregation shall not be used for billing purposes.

The continuing availability of the tariff shall be as determined by the Commission in Case No. 95-830-EL-UNC.

**Service:**

All service under this rate will be served through one meter for each installation.

Alternating current, 60 Hz, three phase, at primary or transmission voltages as available from suitable facilities of adequate capacity adjacent to the premises to be served. The customer will be responsible for all transforming, controlling, regulating and protective equipment and its operation and maintenance.

**Rate:**

Monthly charges per customer for all customers served under this schedule shall include Distribution Charges, Rate Stabilization Charges, Regulatory Transition Charges and Generation Charges, as shown below. Customers served under this schedule who receive Generation Services from a Certified Supplier will qualify for a Shopping Credit as shown below to reduce the sum of other applicable charges.

**Distribution Charges:**

Capacity Charge:

First 8,000 kVA of billing demand, per kVA	\$2.499
Next 16,000 kVA of billing demand, per kVA	\$1.970
Additional kVA of billing demand over 24,000 kVA, per kVA	\$1.459

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**Transmission and Ancillary Services Charges:**

The Transmission and Ancillary Services Charges will be applied pursuant to the Industrial Transmission and Ancillary Service Rider, Tariff Sheet No. 98.

**Rate Stabilization Charge:**

Energy Charges

All kWh, per kWh 2.030¢

The Rate Stabilization Charge above may be replaced by charges pursuant to the Returning Customer Generation Service Rider, Tariff Sheet No. 65, if applicable.

**Regulatory Transition Charge:**

Energy Charges

All kWh, per kWh 1.449¢

**Generation Charges:**

Capacity Charge:

First 8,000 kVA of billing demand, per kVA \$12.069

Next 16,000 kVA of billing demand, per kVA \$9.450

Additional kVA of billing demand over 24,000 kVA, per kVA \$6.913

Energy Charges

All kWh, per kWh (1.121)¢

The Generation Charges above may be replaced by charges pursuant to the Returning Customer Generation Service Rider, Tariff Sheet No. 65, if applicable.

**Shopping Credits:**

The Shopping Credit values are subject to the provisions of the Opinion and Order and the Entry on Rehearing in Case No. 03-2144-EL-ATA (Rate Stabilization Plan).

This Shopping Credit applies only to customers who receive Generation services from a Certified Supplier. Such customers shall receive a Shopping Credit equal to the Generation Charge in this schedule. In 2006, the applicable shopping credit will be increased by the amount of the Fuel Recovery Mechanism, Tariff Sheet No. 100. In 2007 and 2008, the applicable shopping credits will be increased by the Shopping Credit Adder, Tariff Sheet No. 64, based on the provisions of the Rate Certainty Plan (RCP) approved by the PUCO in Case No. 05-1125-EL-ATA et al.

For those customers who qualify under the Shopping Credit Rider, Sheet No. 63, the Shopping Credit may be modified as shown in Option 1 or Option 2 on Tariff Sheet No. 63.

In no event will the Shopping Credit be less than zero or exceed the amount set forth on Sheet No. 63.

**Discount:**

All capacity charges and energy charges including riders Sheet No. 63, Sheet No. 64, and Sheet No. 98 shall be reduced by:

- 3.0% if customer receives service directly from 23,000 or 34,500 volt transmission system.
- 5.0% if customer receives service directly from 69,000 volt transmission system.
- 7.5% if customer receives service directly from 138,000 volt transmission system.

The discounts shall not apply to any other applicable riders.

**Billing Demand in kVA:**

The billing demand for the month shall be the greatest of:

- (1) The highest measured 30-minute on-peak lagging kVA demand.
- (2) The highest measured 30-minute on-peak kW demand.
- (3) 2,500 kVA.
- (4) The contract demand.

For a Full Service customer, when metering capable of measuring on-peak and off-peak demands is in use, the customer's measured demand shall be the greater of the on-peak demand or 25 percent of the off-peak demand. Where such a customer has the capability of moving a deferrable demand to an off-peak period and desires to do so, the Company will provide the metering capability to measure demands occurring during on-peak and off-peak periods upon payment by the customer of an amount equal to the additional cost of a time-of-day meter. A Full Service customer is one that receives all retail electric services from the Company.

On-peak periods are from 8:00 A.M. to 9:00 P.M. local time Monday through Friday, except for the following legal holidays observed during these periods: New Years Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. These observed legal holidays and all other periods shall be off-peak. The Company reserves the right, upon 30 days notice to customers affected, to change the time or times during which on-peak demands may be established.

The Company shall not be required to increase the capacity of any service facilities in order to furnish off-peak demands.

**Minimum Charge:**

The minimum monthly charge shall be the sum of all capacity charges including riders Sheet No. 63, Sheet No. 64, Sheet No. 65 and Sheet No. 98.

**Applicable Riders:**

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown:

Industrial Transmission and Ancillary Service	Sheet No. 98
Regulatory Transition Charge Offset Rider	Sheet No. 99
Returning Customer Generation Service Rider	Sheet No. 65
Shopping Credit Rider	Sheet No. 63
Shopping Credit Adder	Sheet No. 64
Fuel Recovery Mechanism	Sheet No. 100
Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
State and Local Tax Rider	Sheet No. 92
Electric Fuel Component	Sheet No. 93
Net Energy Metering Rider	Sheet No. 94
Green Resource Rider	Sheet No. 104
Fuel Cost Recovery Rider	Sheet No. 107

**Adjustment for Secondary Metering:**

The Company reserves the right to install the metering equipment on either the primary or secondary side of the customer's transformers, and when installed on the secondary side, compensating metering equipment will be used to correct transformer losses for transmission service. Primary service will be corrected by increasing the demand and energy registrations by 2%.

**Terms of Payment:**

The net amount is due and payable within fifteen days after the date of mailing of the bill. If the net amount is not paid on or before the date shown on the bill the gross amount, which is 2% more than the net amount, is due and payable. The terms of payment for bills rendered to government accounts shall be in accordance with Sheet No. 55, Late Payment Charges for government Accounts.

**Auxiliary or Standby Service:**

When auxiliary or standby service is furnished, a contract demand shall be established by mutual agreement and shall be specified in the service contract.

No reduction in contract- demand shall be permitted during the term of the contract. In recontracting for auxiliary or standby service, the new contract demand shall not be less than 60% of the highest billing demand during the last eleven months of the previous contract.

**Interruptible Provision:**

The Company will negotiate providing interruptible service to a Full Service customer, upon request by the customer where it can be demonstrated that there is an interruptible load of at least 1,000 kW, which may, at the customer's option, include the following:

- a. the number of average annual hours of potential interruption;
- b. the hours each month during which interruption may occur;
- c. the potential duration of such interruptions;
- d. the months during which interruption may not occur; and
- e. a statement of the number of guaranteed firm service hours each month.

A Full Service customer is one that receives all retail electric services from the Company.

**Rules and Regulations:**

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service.

The Company's general policy of supplying regulated voltages does not apply to this rate schedule.

**Contract:**

Electric service hereunder will be furnished in accordance with a written contract which by its term shall be in full force and effect for a minimum period of one year and shall continue in force thereafter from year to year unless either party shall give to the other not less than 60 days notice in writing prior to the expiration date of any said yearly periods that the contract shall be terminated at the expiration date of said yearly period. When a contract is terminated in the manner provided herein, the service will be discontinued.

When the service is re-established for the benefit of the same customer at the same location within a period of less than twelve months from the date when service was discontinued, all of the conditions during the previous contract period applicable to billing shall apply and the billing demand shall not be less than 60% of the highest billing demand during the last eleven months of the previous contract period.

**GENERAL SERVICE**

**Interruptible Electric Arc Furnace Rate**

**Availability:**

This rate sheet is in the process of elimination and is withdrawn except for the present customers receiving service hereunder at premises served as of June 9, 2004.

Available to Full Service customers, except for the acquisition of replacement electricity under this tariff, that operate at least 25 MW of electric arc furnace capacity exclusively to melt scrap steel on a continuous basis for at least 120 hours per week. Economic interruptions shall not be used in such determination. A Full Service customer is one that receives all retail electric services from the Company.

The customer's usage other than electric arc furnace shall be billed on the otherwise applicable tariff.

The electric arc furnace load must be separately identified with metering and totally interruptible. The customer will provide the Company with reasonable evidence that its interruptible electric load can be interrupted within ten (10) minutes. With the exception of any incremental load or new economic development load added after November 1, 1996, total realizable interruptible capacity for all customers served under an interruptible tariff, rider or special contract in the Company's corporate control system is limited to 300,000 kW.

Any on-site generation added after November 1, 1995 shall be used solely for the purpose of supplying the customer's electricity needs during times of requested interruptions.

The continuing availability of the tariff shall be as determined by the Commission in Case No. 95-830-EL-UNC.

**Service:**

Alternating current, 60 Hz, three phase, at 138,000 volts or higher as available from suitable facilities of adequate capacity adjacent to the premises to be served. The customer will be responsible for all transforming, controlling, regulating and protective equipment and its operation and maintenance.

Transmission service provided under this Tariff shall be considered firm.

The interruptible energy supplied during an economic interruption request calculated at the customer's meter must be increased to the generation level to account for system losses. Interruptible energy shall be separately metered and each hourly kW then multiplied by 1.031.

**Rate:**

The net monthly charge for the usage of the electric arc furnace inclusive of a transmission discount, shall include Distribution Charges, Rate Stabilization Charges, Regulatory Transition Charges and Generation Charges, as shown below. Customers who receive Generation Services from a Certified Supplier may not be served under this schedule; therefore no Shopping Credit applies to this schedule.

**Distribution Charges:**

Energy Charges	
All on peak kWh, per kWh	0.266¢
All off peak kWh, per kWh	0.266¢

**Transmission and Ancillary Services Charges:**

The Transmission and Ancillary Services Charges will be applied pursuant to the Industrial Transmission and Ancillary Service Rider, Tariff Sheet No. 98.

**Rate Stabilization Charges:**

Energy Charges	
All on peak kWh, per kWh	0.478¢
All off peak kWh, per kWh	0.478¢

**Regulatory Transition Charges:**

Energy Charges	
All on peak kWh, per kWh	0.371¢
All off peak kWh, per kWh	0.371¢



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**Generation Charges:**

Energy Charges

All on peak kWh, per kWh	2.640¢
All off peak kWh, per kWh	0.840¢

On-peak periods are from 8:00 A.M. to 9:00 P.M. local time Monday through Friday, except for the following legal holidays observed during these periods: New Years Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. These observed legal holidays and all other periods shall be off-peak. The Company reserves the right, upon 30 days notice to customers affected, to change the time or times during which on-peak periods may be established.

The customer shall attempt to maintain a power factor of at least 90 percent lagging during the maximum 30-minute on-peak measured total plant load, the combination of the arc furnace and other load, in a billing month. If the customer's power factor for its entire load at the time of its on-peak maximum load for the billing month is less than 90 percent lagging, the above energy charges used for billing that month shall be multiplied by the ratio of 90 percent to the customer's actual power factor. No adjustment shall be made in the energy charges for billing months in which this power factor at the time of that month's maximum on-peak load is higher than 90 percent lagging.

The Company shall not be required without compensation from the customer to increase the capacity of any service facilities in order to furnish demands.

**Minimum Charge:**

The minimum monthly charge shall be \$100,000 plus Sheet No. 100.

**Applicable Riders:**

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown:

Industrial Transmission and Ancillary Service	Sheet No. 98
Regulatory Transition Charge Offset Rider	Sheet No. 99
Fuel Recovery Mechanism	Sheet No. 100
Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
State and Local Tax Rider	Sheet No. 92
Net Energy Metering Rider	Sheet No. 94
State kWh Tax Self-Assessor Credit Rider	Sheet No. 95
Green Resource Rider	Sheet No. 104
Fuel Cost Recovery Rider	Sheet No. 107

**Economic Interruption:**

The Company reserves the right to interrupt service to the customer's interruptible load whenever the incremental revenue to be received from the customer is less than the anticipated incremental expense to supply the interruptible energy for the particular hour(s) of the interruption request. The Company will endeavor to give customers as much notice as possible of an economic interruption request, but shall give customers no less than ninety (90) minutes notice. Economic interruption requests shall be tied to clock hours. When notifying customers of an economic interruption request, the Company will give customers an estimated end time for such interruption. If the customer reduces its load to at least the firm load for every metered half hour during a requested economic interruption, then it shall be deemed that the customer complied with the economic interruption request.

When an economic interruption is requested by the Company, the customer may choose to forego the interruption. If the customer chooses to forego an economic interruption, it may do so by directing the Company to supply replacement electricity or requesting the Company to buy replacement electricity from a third-party supplier on the customer's behalf. The Company shall take title to all such third-party replacement electricity. If a customer foregoes an economic interruption, energy used above the firm level during the period of economic interruption shall be subtracted from the appropriate tariff billing. Non-system transmission costs and all appropriate riders shall be added to the cost of any replacement electricity used during a requested economic interruption. Additionally, any replacement electricity shall be subject to a 0.49¢/kWh fee for services provided by the Company.

Upon receipt of the request for an economic interruption, a customer must respond back to the Company within thirty (30) minutes indicating whether it intends to interrupt and if so whether it wants the Company to supply replacement electricity for it or if it wants the Company to endeavor to buy from a specified third-party and if so which third-party supplier it desires to have the Company endeavor to obtain. Customers who have effective contracts with the Company that specify that the Company will provide replacement electricity during periods of economic interruptions need not so notice the Company and replacement electricity will be provided pursuant to the terms of such contract. If a customer informs the Company that it intends to buy-through economic interruption requests and who it intends to use as a third-party supplier at least two business days prior to any economic interruption request, the customer also need not so notice the Company. However, such third-party supplier must still submit a schedule for replacement power as specified herein.

An administrative charge of \$75 shall be charged each time a customer buys through an economic interruption.

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The Company will use its best efforts to meet the customer's request for a third-party supplier, provided that such specifications do not involve the use of inappropriate operating practices or otherwise negatively affect the Company's ability to meet the requirements of its firm electric service customers.<sup>1</sup> All costs incurred by the Company to obtain and deliver replacement electricity from a third-party supplier shall be borne by the customer receiving replacement electricity. Should the Company not be able to obtain such power from the customer's designated source or should the customer indicate forthcoming compliance with an economic interruption request and then not interrupt, then the cost of the interruptible power used by the customer shall be determined on an after the fact basis with the most expensive power used during such period being assigned to such customer.

Customers who have not previously made arrangements for replacement power and who notify the Company within the thirty (30) minute notice period that they desire the Company to supply replacement electricity during a specific economic interruption request shall pay the cost of energy obtained or generated by the Company on a best efforts basis at the lowest cost after all other prior obligations are met.

When an economic interruption is requested and the customer does not specify a replacement electricity source within thirty (30) minutes of notice, then the Company will endeavor to obtain or generate replacement electricity on behalf of the customer. The customer shall pay the cost of the interruptible electricity used by the customer with the cost being determined on an after the fact basis with the most expensive power used during such period being assigned to such customer.

**Emergency Interruption:**

When the Company determines that the operation of its system requires curtailment of a customer's interruptible service, the customer must interrupt its interruptible load on or before the time specified by the Company. The Company will endeavor to alert customers as soon as possible of such a forthcoming emergency interruption, but shall provide not less than ten (10) minutes notice. Replacement electricity provisions of this Tariff shall not apply during an emergency interruption of the customer.

**Compliance With Emergency Interruption Requests:**

The customer must stay below its contractual firm load during every metered clock half hour of an emergency interruption request. A customer's load shall be determined using the greater of the customer's highest lagging kVA or highest kW during the requested emergency interruption. Failure to stay below firm load shall result in one of the following: If the customer reduces its load to within 110% of, but higher than

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<sup>1</sup> Best efforts shall mean actions that are reasonable, prudent and consistent with good utility practice. Best efforts do not include fiduciary or extraordinary action.

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its firm load, the customer shall forfeit a portion of the discount it received under this Tariff or previously interruptible agreement as compared to what it would have been billed under the Company's otherwise applicable tariff for the then current billing period and the prior eleven billing periods. The percentage of the forfeited discount that shall be billed to the customer shall equal the percentage over which the customer's load, during the requested emergency interruption, exceeded the firm load specified in a contract between the customer and the Company. If the customer fails to reduce its load to at least 110% of the firm load, then the customer shall be billed under the Company's otherwise applicable tariff for the current billing period and the prior eleven billing periods. In the latter case, the customer shall also be removed from this Tariff, subject to the return to firm service provision contained herein, and shall not be permitted to receive interruptible service under a rider, tariff or special contract for a three (3) year period. In addition to the above, the customer shall be responsible for the cost of any replacement electricity used during the requested emergency interruption, plus any non-system transmission costs, all appropriate riders, and a 0.49¢/kWh fee for services provided by the Company.

**Replacement Electricity:**

Emergency power purchased by the Company pursuant to FERC approved tariffs or contracts shall not be available to customers taking interruptible service under this Tariff except to the extent that the Company is required to serve as a default supplier during a requested economic interruption.

The designated replacement electricity shall have the same priority as comparable wholesale transactions.

The Company is not required to provide alternative replacement electricity during the economic interruption period. If for any reason during an interruption when the customer is being served through replacement electricity purchases and the customer is notified either directly or through its third-party supplier that replacement electricity from its designated electricity source is no longer available, then at the Company's option, the customer shall either interrupt its interruptible load within ten (10) minutes of notification or shall pay the actual cost to the Company of supplying the replacement electricity that the customer uses after notification and during the economic interruption request, with such cost being determined after the fact on an incremental basis using the most expensive power utilized during that period.

If the replacement electricity source fails to deliver scheduled replacement electricity, the Company reserves the right to either interrupt service to the customer or bill the customer for the actual cost to the Company to supply the replacement electricity which cost shall be determined after the fact on an incremental basis using the most expensive power utilized during that period. Further, the customer shall indemnify and hold the Company harmless for any damages to persons or property occurring at the customer's premises resulting from the interruption of the customer by the Company when the replacement electricity source fails to deliver replacement electricity as scheduled.

The procurement of replacement electricity shall be subject to all scheduling practices normally required by the Company as consistent with standard utility practices.

All additional costs required to verify the scheduled delivery of replacement electricity from the replacement electricity source shall be borne by the customer or third-party supplier that initiates the incurrence of such additional costs.

If the customer uses more interruptible energy (adjusted for losses) than was scheduled between the Company and the third-party supplier for that customer during the economic interruption, the additional energy used by the customer shall be billed at the actual cost to the Company to supply that power which shall be determined after the fact on an incremental basis using the most expensive power utilized during that period.

The customer shall be responsible for all out-of-pocket and economic costs associated with capacity/energy imbalances resulting from difference between scheduled and actual replacement energy delivered by the replacement electricity source. The Company will compensate the customer or electricity supplier, as appropriate, for replacement power delivered but not used by the customer, adjusted for losses, the lesser of: 1) the Company's marginal costs of generation, 2) the cost of other purchased power at the time the power was delivered or 3) the cost of the replacement power, except when the unused power caused additional costs to the Company by creating system operating instability, including a deviation from economic dispatch. Such additional costs will be the customer's responsibility. The Company will notify the customer as soon as reasonably practical of such system instability.

The Company reserves the right to interrupt the sale of replacement electricity to the customer if, in the sole judgment of the Company, such electricity is required to maintain service to the Company's firm electric service customers and no other sources are available to the Company, for system integrity purposes or for emergency power sales to other utilities. In the event that all or any portion of a supply of designated replacement electricity is captured or used by the Company to support service to other customers as a result of the direct action by the Company and a customer must curtail all or a portion of its interruptible load, the customer not receiving the designated replacement electricity shall be entitled to reasonable reimbursement from the Company for actual incurred costs related solely to the cost of such captured replacement electricity. Any such interruption will be remedied as quickly as reasonably possible and preceded by the use of reasonable alternatives consistent with good utility practice to avoid the interruption.

**Alternate Third-Party Suppliers:**

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A customer may identify up to five (5) potential third-party alternative electricity suppliers from which the Company will purchase power. Prior to acting as a third-party supplier, a candidate must have a FERC approved system power transaction agreement with the Company.

Service under this Tariff and the ability of a third-party supplier to provide electricity is also subject to the prior completion of all necessary contracting, including appropriate interchange agreements and/or tariffs, and approval of such agreements and/or tariffs by any regulatory authority that assumes jurisdiction over such service. Prior to being able to serve as a replacement electricity source, a potential replacement electricity source shall insure compliance with all standards set by the Company with respect to credit worthiness, technical and operational feasibility of using the replacement electricity source, compliance with interconnection standards, system integrity and safety provisions, among others. All additional costs incurred by the Company to qualify the replacement electricity source shall be borne by that source. A third-party supplier must also agree to provide billing information in the format requested by the Company so as to enable the Company to appropriately bill customers.

Third-party suppliers meeting the above-stated criteria and chosen by a customer as its designated source for a specific economic interruption period must submit to the Company at least thirty (30) minutes prior to the start of the economic interruptible period, a schedule of interruptible power to be delivered during the requested economic interruption listing (MW) by hour by customer in whole megawatts. The Company shall verify the energy received from the third-party supplier as compared to the schedule submitted by such third-party supplier. The Company shall bill the customer for the cost of such verified replacement electricity based on the billing it receives from the designated source.

In all cases, the customer shall be responsible for any amount billed to the Company by the customer's third-party source for supplying the verified electricity on behalf of such customer. Failure to pay such amount shall be considered a failure to pay for electric service. Any dispute between what a customer requested and what a third-party supplier scheduled shall be handled between the customer and the third-party supplier.

If a designated third-party supplier fails to submit a schedule at least thirty (30) minutes prior to the start of the interruptible period, the Company will endeavor to supply the replacement electricity for the customer and the customer shall pay all costs of supplying such power. The cost of such replacement electricity shall be determined on an after the fact basis with the most expensive power used during such period being assigned to such customer.

**Customer Schedule:**

When requested to do so by the Company, the customer shall submit its schedule of the estimated on-peak demand for the succeeding week to the Company.

**Minimum Provisions To Return to Firm Electric Service:**

A customer taking service under this Tariff shall be required to provide the Company with three (3) years prior written notice before returning to firm service, consistent with system planning criteria. Concurrent with providing the Company with notice of its intent to return to firm electric service, the customer shall also enter into a firm electric service contract with the Company that will become effective at the end of the notice period agreed to by the customer and the Company for the customer to return to firm electric service.

The customer must meet the minimum commitments, in terms of length of contract, discontinuance of service and any other provision applicable to a new firm electric service customer served under the same schedule.

Upon mutual agreement, the customer may return to firm electric service from interruptible electric service with less than the agreed-upon notice, subject to the condition that the customer will be billed for such firm electric service at a rate equal to the applicable firm electric service rate plus any reasonable additional costs beyond the firm electric service rate incurred by the Company in providing such firm electric service to the returning customer, until the previously contracted notice requirement is fulfilled. Such rates shall be subject to review through a filing made by the Company with the Public Utilities Commission of Ohio.

If the Company has insufficient capacity to service the customer on a firm electric service basis prior to the expiration of the notice period and no alternative electricity source is available, the customer shall be required to maintain interruptible electric service status until the notice requirement is fulfilled or an alternative electricity supply can be obtained by the Company.

**Metering and Communication:**

Prior to receiving service under this Tariff, the customer, at its cost, shall cause the following equipment to be installed: (1) dedicated telephone circuit for exclusive use by the Company, (2) any Company required communication equipment, and (3) metering provided by the Company to enable the Company to separately identify the usage of the electric arc furnace. The Company reserves the right to require any modifications necessary for accurate metering.

Operation, maintenance and functionability of such communication equipment at the customer's site shall be the sole responsibility of the customer. The Company shall be responsible for sending an interruption notice. Receipt of such notice shall be the sole responsibility of the customer.

All costs of any necessary metering, communication and other equipment necessary for the implementation of this Tariff shall be borne by the customer. Such costs shall include the costs of any equipment required

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to verify the scheduled delivery of replacement electricity from the designated replacement electricity source to the Company.

**Terms of Payment:**

The net amount is due and payable within fifteen days after the date of mailing of the bill. If the net amount is not paid on or before the date shown on the bill the gross amount, which is 2% more than the net amount, is due and payable.

**Rules and Regulations:**

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service.

The Company's general policy of supplying regulated voltages does not apply to this rate schedule.

**Contract:**

Interruptible electric service hereunder will be furnished in accordance with a written contract with a term of three (3) years, which will continue in effect thereafter unless either party shall give to the other not less than three (3) years notice in writing. The Company will waive this requirement for temporary incremental load where system operating conditions and reliability will not be harmed. The indemnity provision provided for herein shall survive the termination of the contract. Any return to firm electric service shall be governed by the other terms and conditions provided for in this Tariff.



**TRAFFIC LIGHTING SERVICE**

**Availability:**

Available for governmental control of traffic on public streets, roads and ways. Each point of delivery shall be considered as a separate customer.

**Service:**

Alternating current, 60 Hz., single phase, nominal voltage 120/240 or 120/208 as available.

**Rate:**

Monthly charges per customer for all customers served under this schedule shall include Distribution Charges, Rate Stabilization Charges, Regulatory Transition Charges and Generation Charges, as shown below. Customers served under this schedule who receive Generation Services from a Certified Supplier will qualify for a Shopping Credit as shown below to reduce the sum of other applicable charges.

The net monthly charge per service location shall be:

**Distribution Charge:**

Service Charge	\$1.91
Energy Charge:	
All kWh, per kWh,	0.525¢

**Transmission and Ancillary Services Charges:**

The Transmission and Ancillary Services Charges will be applied pursuant to the Commercial Transmission and Ancillary Service Rider, Tariff Sheet No. 97.

**Rate Stabilization Charge:**

Energy Charge:	
All kWh, per kWh,	2.126¢

The Rate Stabilization Charges above may be replaced by charges pursuant to the Returning Customer Generation Service Rider, Tariff Sheet No. 65, if applicable.

**Regulatory Transition Charge:**

Energy Charge:

All kWh, per kWh, 1.604¢

**Generation Charge:**

Energy Charge:

All kWh, per kWh, (0.281)¢

The Generation Charges above may be replaced by charges pursuant to the Returning Customer Generation Service Rider, Tariff Sheet No. 65, if applicable.

**Shopping Credit:**

The Shopping Credit values are subject to the provisions of the Opinion and Order and the Entry on Rehearing in Case No. 03-2144-EL-ATA (Rate Stabilization Plan).

This Shopping Credit applies only to customers who receive Generation services from a Certified Supplier. Such customers shall receive a Shopping Credit equal to the Generation Charge in this schedule. In 2006, the applicable shopping credit will be increased by the amount of the Fuel Recovery Mechanism, Tariff Sheet No. 100. In 2007 and 2008, the applicable shopping credits will be increased by the Shopping Credit Adder, Tariff Sheet No. 64, based on the provisions of the Rate Certainty Plan (RCP) approved by the PUCO in Case No. 05-1125-EL-ATA et al.

For those customers who qualify under the Shopping Credit Rider, Sheet No. 63, the Shopping Credit may be modified as shown in Option 1 or Option 2 on Tariff Sheet No. 63.

In no event will the Shopping Credit be less than zero or exceed the amount set forth on Sheet No. 63.

**Minimum Charge:**

Service Charge

**Applicable Riders:**

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown:

Commercial Transmission and Ancillary Service	Sheet No. 97
Regulatory Transition Charge Offset Rider	Sheet No. 99
Returning Customer Generation Service Rider	Sheet No. 65
Shopping Credit Rider	Sheet No. 63
Shopping Credit Adder	Sheet No. 64
Fuel Recovery Mechanism	Sheet No. 100
Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
State and Local Tax Rider	Sheet No. 92
Net Energy Metering Rider	Sheet No. 94
Fuel Cost Recovery Rider	Sheet No. 107

**Ownership:**

Traffic control lights, warning lights and traffic signs to be lighted shall be owned, installed and maintained by the customer, including all wiring and equipment. All service connections shall be made by the Company.

**Terms of Payment:**

If the bill payment is not received by the Company offices on or before the date shown on the bill, an additional amount equal to 1.5% shall be charged on any unpaid balance existing after that date.

**Attachments:**

The customer shall have the right to attach equipment for the police and fire signal to any of the Company's poles. Such attachments shall be made in accordance with accepted standards for safe construction and not interfere with the Company's use of its property. The customer shall indemnify and save harmless the Company from and against any and all liability arising from the customer's use of the Company's facilities.

**Service Tabulation:**

The customer shall provide a tabulation showing all traffic control lights and warning lights installed and in service. The customer shall further notify the Company on a monthly basis of any additional traffic control light, traffic sign, or warning light installed, or any change made in the wattage of any such unit, or of the removal of any such unit.

Billing will be based on the calculated kilowatt hour consumption determined by the number, size and operating characteristics of the load.

**Extensions:**

The Company will provide service connections to any additional unit; provided, however, that no extension of the Company's system shall be required for such purpose if the cost thereof is unreasonable in relation to the revenue to be derived therefrom.

**Obligations:**

All of the Company's obligations with respect to making extensions, furnishing service and supplying electric energy shall at all times be subject to limitation or restriction by virtue of orders or regulations issued by governmental authorities other than the customer.

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**PRIVATE OUTDOOR LIGHTING SERVICE**

**Availability:**

Available for all-night outdoor lighting service on private property to any customer on the lines of the Company where such service can be supplied by the installation of lighting fixtures supplied directly from (1) existing secondary circuits or (2) an extension of existing secondary circuit that requires only one additional span of secondary circuit and does not require any other facilities or expenses (e.g., new pole, pole changeout, or guying).

**Service:**

Complete lighting service will be furnished by the Company using vapor lamps installed in standard fixtures. All equipment will be installed and maintained by the Company.

**Rate:**

Monthly charges per customer for all customers served under this schedule shall include Distribution Charges, Rate Stabilization Charges, Regulatory Transition Charges and Generation Charges, as shown below. Customers served under this schedule who receive Generation Services from a Certified Supplier will qualify for a Shopping Credit as shown below to reduce the sum of other applicable charges.

**Distribution Charges:**

**Overhead Service**

Lamp Type: Metal Halide

Nominal Lumens	Monthly KWH Per Lamp		Standard Installation	Floodlighting Installation
15,000	69	per kWh	14.351¢	15.594¢
23,000	105	per kWh	10.713¢	10.795¢
40,000	163	per kWh	6.589¢	6.636¢

Lamp Type: Sodium

Nominal Watts	Monthly KWH Per Lamp		Standard Installation	Floodlighting Installation
100	39	per kWh	19.118¢	19.118¢
250	105	per kWh	7.120¢	10.731¢
400	163	per kWh	4.321¢	6.619¢

Experimental. The number of applications of this luminaire is at the Sole discretion of the Company.

Lamp Type: Sodium CRI

Nominal Watts	Monthly KWH Per Lamp		Standard Installation	Floodlighting Installation
37,500	163	per kWh	5.139¢	7.436¢

The following service is available only to customers that were receiving it prior to May 9, 1997, and may be discontinued when it is no longer practical to provide.

Lamp Type: Mercury

Nominal Watts	Monthly KWH Per Lamp		Standard Installation	Floodlighting Installation
175	70	per kWh	8.952¢	8.952¢
400	154	per kWh	3.678¢	6.264¢
1,000	368	per kWh	1.521¢	2.487¢

When service cannot be supplied from facilities included above and additional facilities are required, the customer will in addition to the above charges pay the following for each pole:

For each 30' pole, per month	\$ 5.69
For each 35' pole, per month	6.05
For each 40' pole, per month	6.55

**Post Top Lighting Service**

For each lamp with post top luminaire mounted on a post installed in the ground, where service is supplied from existing secondary, including 50 feet of circuit installed in a trench provided by the customer:

Lamp Type: Metal Halide

Nominal Lumens	Monthly KWH Per Lamp		20' Post Installation
15,000	69	per kWh	29.457¢

Lamp Type: Sodium

Nominal Watts	Mount Type	Monthly KWH Per Lamp		
70	16' Post	70	per kWh	44.129¢
100	16' Post	100	per kWh	31.919¢
50	10' Post	50	per kWh	40.801¢

The following service is available only to customers that were receiving it prior to May 9, 1997, and may be discontinued when it is no longer practical to provide.

Lamp Type: Mercury

Nominal Watts	Monthly KWH Per Lamp		16' Post Installation
175	70	per kWh	15.050¢

For each lamp type listed above, the following charges apply:

**Transmission and Ancillary Services Charges:**

The Transmission and Ancillary Services Charges will be applied pursuant to the Commercial Transmission and Ancillary Service Rider, Tariff Sheet No. 97.

Rate Stabilization Charge	per kWh	2.401¢
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The Rate Stabilization Charge above may be replaced by charges pursuant to the Returning Customer Generation Service Rider, Tariff Sheet No. 65, if applicable.

Regulatory Transition Charge	per kWh	1.905¢
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Generation Charge	per kWh	1.729¢
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The Generation Charge above may be replaced by charges pursuant to the Returning Customer Generation Service Rider, Tariff Sheet No. 65, if applicable.

The Shopping Credit values are subject to the provisions of the Opinion and Order and the Entry on Rehearing in Case No. 03-2144-EL-ATA (Rate Stabilization Plan).

This Shopping Credit applies only to customers who receive Generation services from a Certified Supplier. Such customers shall receive a Shopping Credit equal to the Generation Charge in this schedule. In 2006, the applicable shopping credit will be increased by the amount of the Fuel Recovery Mechanism, Tariff Sheet No. 100. In 2007 and 2008, the applicable shopping credits will be increased by the Shopping Credit Adder, Tariff Sheet No. 64, based on the provisions of the Rate Certainty Plan (RCP) approved by the PUCO in Case No. 05-1125-EL-ATA et al.

For those customers who qualify under the Shopping Credit Rider, Sheet No. 63, the Shopping Credit may be modified as shown in Option 1 or Option 2 on Tariff Sheet No. 63.

In no event will the Shopping Credit be less than zero or exceed the amount set forth on Sheet No. 63.

**Applicable Riders:**

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown:

Commercial Transmission and Ancillary Service	Sheet No. 97
Regulatory Transition Charge Offset Rider	Sheet No. 99
Returning Customer Generation Service Rider	Sheet No. 65
Shopping Credit Rider	Sheet No. 63
Shopping Credit Adder	Sheet No. 64
Fuel Recovery Mechanism	Sheet No. 100
Universal Service Rider	Sheet No. 90
State and Local Tax Rider	Sheet No. 92
Net Energy Metering Rider	Sheet No. 94
Fuel Cost Recovery Rider	Sheet No. 107

**Terms of Payment:**

If the bill payment is not received by the Company offices on or before the date shown on the bill, an additional amount equal to 1.5% shall be charged on any unpaid balance existing after this date.

This service shall be separately billed, or at the Company's option, billing for it shall be added as a separate item to the customer's bill for other service or services. Failure to pay for one service shall not be treated as failure to pay for the other service or services for any purpose.

**Term of Contract:**

An application is required. The term of service for initial installation shall be not less than one year and shall continue thereafter from year to year until terminated by either party giving 60 days written notice to the other.

**Terms and Conditions:**

The customer shall provide cleared rights-of-way, including easements as may be required by the Company and the customer shall be responsible for any permits which may be required in order for the Company to supply the lighting service.

All lamps are designed to bum from dusk to dawn, every night, burning approximately 4,000 hours per year.

Maintenance will be performed during regularly scheduled working hours and the Company will endeavor to replace burned-out lamps within 48 hours after notification.

The Company shall replace glass globes and other glass covers twice in a twelve month period at no additional cost. With repeated vandalism, the Company at its option will repair or remove its damaged equipment and the customer shall pay for repairs on a time and material basis, plus overhead charges.

Additional facilities and expenses, not provided for herein (e.g. new poles, pole changeouts and guying), that must be installed by the Company, at the customer's request, shall be and remain the property of the Company but shall be paid for by the customer on the basis of an estimate prepared by the Company. The Company at its discretion reserves the right to refuse to install these additional facilities.

The rates contained herein are for continuous use of the facilities and are not applicable to seasonal usage.

Notwithstanding, the supplying of, and billing for service and all conditions thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio and the Company's Standard Rules and Regulations currently in effect, as filed with the Public Utilities Commission of Ohio.



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**LIGHTING SERVICE**

**All-Night Outdoor Lighting Rate**

**Availability:**

Available for service to all-night outdoor high efficiency security and area lighting.

Lighting served under this rate shall meet efficiency standards established by the Company, be controlled only by photocell, and be metered separately from any other load.

Where service is provided to load other than security or area lighting, the applicable general service rate schedule shall apply.

This rate schedule is -not available for service to recreational lighting.

**Applicability:**

This rate is generally beneficial to qualifying lighting services having annual energy usage of less than 10,000 kWh.

**Service:**

Alternating current, 60 Hz, single phase, nominal voltages of 120/240 or 120/208, as available.

The Company designs and operates its electric system to provide service voltages within the limits specified in American National Standard Voltage Ratings for Electric Power Systems and Equipment (60 Hz) C 84.1-1989 and as amended.

**Rate:**

Monthly charges per customer for all customers served under this schedule shall include Distribution Charges, Rate Stabilization Charges, Regulatory Transition Charges and Generation Charges, as shown below.

Customers served under this schedule who receive Generation Services from a Certified Supplier will qualify for a Shopping Credit as shown below to reduce the sum of other applicable charges.

**Distribution Charges:**

Customer Charge		\$4.76
Energy Charge:		
First 500 kWh,	per kWh	9.418¢
Over 500 kWh,	per kWh	9.418¢

**Transmission and Ancillary Services Charges:**

The Transmission and Ancillary Services Charges will be applied pursuant to the Commercial Transmission and Ancillary Service Rider, Tariff Sheet No. 97.

**Rate Stabilization Charges:**

Energy Charge:

First 500 kWh,	per kWh	3.326¢
Over 500 kWh,	per kWh	3.657¢

The Rate Stabilization Charges above may be replaced by charges pursuant to the Returning Customer Generation Service Rider, Tariff Sheet No. 65, if applicable.

**Regulatory Transition Charges:**

Energy Charge:

First 500 kWh,	per kWh	2.547¢
Over 500 kWh,	per kWh	2.800¢

**Generation Charges:**

Energy Charge:

First 500 kWh,	per kWh	(0.260)¢
Over 500 kWh,	per kWh	0.427¢

The Generation Charges above may be replaced by charges pursuant to the Returning Customer Generation Service Rider, Tariff Sheet No. 65, if applicable.

**Shopping Credits:**

The Shopping Credit values are subject to the provisions of the Opinion and Order and the Entry on Rehearing in Case No. 03-2144-EL-ATA (Rate Stabilization Plan).

This Shopping Credit applies only to customers who receive Generation services from a Certified Supplier. Such customers shall receive a Shopping Credit equal to the Generation Charge in this schedule. In 2006, the applicable shopping credit will be increased by the amount of the Fuel Recovery Mechanism, Tariff Sheet No. 100. In 2007 and 2008, the applicable shopping credits will be increased by the Shopping Credit Adder, Tariff Sheet No. 64, based on the provisions of the Rate Certainty Plan (RCP) approved by the PUCO in Case No. 05-1125-EL-ATA et al.

For those customers who qualify under the Shopping Credit Rider, Sheet No. 63, the Shopping Credit may be modified as shown in Option 1 or Option 2 on Tariff Sheet No. 63.

In no event will the Shopping Credit be less than zero or exceed the amount set forth on Sheet No. 63.

**Minimum Charge:**

Service charge

**Applicable Riders:**

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown:

Commercial Transmission and Ancillary Service	Sheet No. 97
Regulatory Transition Charge Offset Rider	Sheet No. 99
Returning Customer Generation Service Rider	Sheet No. 65
Shopping Credit Rider	Sheet No. 63
Shopping Credit Adder	Sheet No. 64
Fuel Recovery Mechanism	Sheet No. 100
Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
State and Local Tax Rider	Sheet No. 92
Net Energy Metering Rider	Sheet No. 94
Fuel Cost Recovery Rider	Sheet No. 107

**Ownership:**

The lights, including all wiring and equipment, shall be owned, installed, and maintained by the customer.

**Terms of Payment:**

If the bill payment is not received by the Company offices two days prior to the next scheduled meter reading date, an additional amount equal to 1.5% shall be charged on- any unpaid balance existing after this date.

**Discontinuance of Service:**

Where service has been discontinued at the customer's request, the minimum charge as above provided shall not be applicable during such discontinuance of service, but in lieu thereof the appropriate reconnection charge on Sheet No. 53, Miscellaneous Charges, will apply when service is reestablished.

**Rules and Regulations:**

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service.

**Contract:**

An application is required. Customers selecting this rate schedule will be billed for service hereunder for a minimum period of one year unless: 1) service is no longer required by the customer at the same location at any time during the remainder of the one-year period; or 2) non-qualifying load is added to the service; or 3) additional qualifying lighting load is added and the Company projects that the customer's load characteristics for the next twelve months can be served more economically under an alternative tariff for which the customer qualifies.

**STREET LIGHTING SERVICE**  
**PROVISIONS OF RATE**

**Applicability:**

Available to governmental units for the lighting of public streets, roads and ways.

**Terms of Payment:**

If the bill payment is not received by the Company offices on or before the date shown on the bill, an additional amount equal to 1.5% shall be charged on any unpaid balance existing after this date.

**Applicable Riders:**

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown:

Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
State and Local Tax Rider	Sheet No. 92
Net Energy Metering Rider	Sheet No. 94

**Replacement:**

Where an existing mercury street lighting system has been installed for less than 25 years and the Company is requested to replace all or part of it with a new high pressure sodium system, the governmental unit shall reimburse the Company for the remaining life of each mercury street lighting unit replaced.

**Relocation:**

If an installed street lighting unit is required to be relocated the governmental unit ordering this shall pay the Company the total cost of making any such change.

**Extensions:**

Upon written order from the governmental unit the Company will furnish, operate and maintain additional equipment similar to that described above at the rates herein set forth. No extension of the street lighting system shall be required if the cost thereof is or will be unreasonable in relation to the revenue to be derived therefrom. No extension of the then existing street lighting system shall be required at a time when any lighting unit is out of service at the request of the governmental unit.

**Obligations:**

All of the Company's obligations with respect to making extensions, furnishing service and supplying electric energy shall at all times be subject to limitation or restriction by virtue of orders or regulations issued by governmental authorities.

**STREET LIGHTING SERVICE**  
**COMPANY OWNED**

**Applicability:**

Available to governmental units for the lighting of public streets, roads and ways.

**Rate:**

Monthly charges per customer for all customers served under this schedule shall include Distribution Charges, Rate Stabilization Charges, Regulatory Transition Charges and Generation Charges, as shown below. Customers served under this schedule who receive Generation Services from a Certified Supplier will qualify for a Shopping Credit as shown below to reduce the sum of other applicable charges.

INCANDESCENT STREET LIGHTING RATE SCHEDULE (a)

Nominal Lumens	Monthly kWh per lamp		Distribution Charges ¢/kWh				Bridge or Underpass Wallpack
			Monthly Base Rates				
			Overhead Service		Underground Service		
		Wood Pole	Metal Pole	Post Type	Pole Type		
1,000	28	per kWh	19.044¢	--	--	60.353¢	
2,500	66	per kWh	7.897¢	21.654¢	--	25.422¢	
4,000	109	per kWh	6.033¢	13.367¢	--	15.631¢	
6,000	137	per kWh	5.000¢	10.842¢	--	12.838¢	
10,000	208	per kWh	3.746¢	7.919¢	--	9.545¢	
15,000	269	per kWh	3.754¢	7.002¢	--	8.217¢	
25,000	405	per kWh	--	4.573¢	--	--	

(a) For existing installations only.

FLUORESCENT STREET LIGHTING RATE SCHEDULE (a)

Nominal Lumens	Monthly kWh per lamp		Distribution Charges ¢/kWh				
			Monthly Base Rates				
			Overhead Service		Underground Service		Bridge or Underpass Wallpack
			Wood Pole	Metal Pole	Post Type	Pole Type	
21,800	140	per kWh	9.694¢	15.574¢	--	--	--
23,000	140	per kWh	9.762¢	15.642¢	--	--	--
40,800	241	per kWh	6.766¢	10.165¢	--	--	--

(a) For existing installations only.

MERCURY STREET LIGHTING RATE SCHEDULE

Rating in Watts	Monthly kWh Per lamp		Distribution Charges ¢/kWh				
			Monthly Base Rates				
			Overhead Service		Underground Service		Bridge or Underpass Wallpack
			Wood Pole	Metal Pole	Post Type	Pole Type	
100	39	per kWh	14.963¢	35.142¢	22.293¢	41.323¢	--
175	70	per kWh	7.264¢	18.575¢	12.097¢	22.467¢	10.748¢
250	96	per kWh	5.509¢	14.739¢	10.134¢	19.354¢	8.288¢
250	192	per kWh	--	8.973¢	--	--	--
400	154	per kWh	3.427¢	8.802¢	--	12.260¢	--
400	308	per kWh	--	5.477¢	--	--	--
700	261	per kWh	2.197¢	5.960¢	--	14.411¢	--
1,000	368	per kWh	1.459¢	4.159¢	--	10.076¢	--
1,000	736	per kWh	--	2.918¢	--	5.645¢	--

HIGH PRESSURE SODIUM

Rating in Watts	Monthly kWh Per lamp		Distribution Charges ¢/kWh				
			Monthly Base Rates				
			Overhead Service		Underground Service		Bridge or
			Wood Pole	Metal Pole	Post Type	Pole Type	Underpass Wallpack
70	28	per kWh	22.855¢	50.825¢	33.982¢	59.093¢	35.989¢
100	39	per kWh	15.550¢	35.753¢	24.442¢	42.422¢	27.642¢
150	57	per kWh	9.771¢	25.666¢	17.225¢	33.455¢	18.546¢
200	81	per kWh	--	--	--	24.390¢	--
250	105	per kWh	5.268¢	13.698¢	--	18.625¢	10.467¢
310	128	per kWh	--	--	--	16.021¢	--
400	163	per kWh	3.369¢	9.424¢	--	22.914¢	--
400	326	per kWh	--	--	--	12.782¢	--
1,000	368	per kWh	2.127¢	4.579¢	--	11.080¢	--

SPECIAL HIGH PRESSURE SODIUM RATE FOR  
RELAMPING OF EXISTING MERCURY LUMINARIES

FOR 7,700 LUMEN MERCURY:

Rating in Watts	Monthly kWh per Lamp		Distribution Charges ¢/kWh				
			Monthly Base Rates				
			Overhead Service		Underground Service		Bridge or
			Wood Pole	Metal Pole	Post Type	Pole Type	Underpass Wallpack
150	61		9.983¢	22.884¢	15.435¢	28.273¢	15.029¢

FOR 12,000 LUMEN MERCURY:

Rating in Watts	Monthly kWh per Lamp		Distribution Charges ¢/kWh				
			Monthly Base Rates				
			Overhead Service		Underground Service		Bridge or
			Wood Pole	Metal Pole	Post Type	Pole Type	Underpass Wallpack
215	84		7.044¢	17.570¢	--	20.678¢	10.991¢



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**For each lamp type listed above, the following charges apply:**

**Transmission and Ancillary Services Charges:**

The Transmission and Ancillary Services Charges will be applied pursuant to the Commercial Transmission and Ancillary Service Rider, Tariff Sheet No. 97.

**Rate Stabilization Charge:**

Energy Charges

All kWh, per kWh 2.096¢

The Rate Stabilization Charge above may be replaced by charges pursuant to the Returning Customer Generation Service Rider, Tariff Sheet No. 65, if applicable.

**Regulatory Transition Charge:**

Energy Charges

All kWh, per kWh 1.546¢

**Generation Charge:**

Energy Charges

All kWh, per kWh 1.222¢

The Generation Charge above may be replaced by charges pursuant to the Returning Customer Generation Service Rider, Tariff Sheet No. 65, if applicable.

**Shopping Credit:**

The Shopping Credit values are subject to the provisions of the Opinion and Order and the Entry on Rehearing in Case No. 03-2144-EL-ATA (Rate Stabilization Plan).

This Shopping Credit applies only to customers who receive Generation services from a Certified Supplier. Such customers shall receive a Shopping Credit equal to the Generation Charge in this schedule. In 2006, the applicable shopping credit will be increased by the amount of the Fuel Recovery Mechanism, Tariff Sheet No. 100. In 2007 and 2008, the applicable shopping credits will be increased by the Shopping Credit Adder, Tariff Sheet No. 64, based on the provisions of the Rate Certainty Plan (RCP) approved by the PUCO in Case No. 05-1125-EL-ATA et al.

For those customers who qualify under the Shopping Credit Rider, Sheet No. 63, the Shopping Credit may be modified as shown in Option 1 or Option 2 on Tariff Sheet No. 63.

In no event will the Shopping Credit be less than zero or exceed the amount set forth on Sheet No. 63.

**Applicable Riders:**

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown:

Commercial Transmission and Ancillary Service	Sheet No. 97
Regulatory Transition Charge Offset Rider	Sheet No. 99
Returning Customer Generation Service Rider	Sheet No. 65
Shopping Credit Rider	Sheet No. 63
Shopping Credit Adder	Sheet No. 64
Fuel Recovery Mechanism	Sheet No. 100
Universal Service Rider	Sheet No. 90
State and Local Tax Rider	Sheet No. 92
Net Energy Metering Rider	Sheet No. 94
Fuel Cost Recovery Rider	Sheet No. 107

**STREET LIGHTING SERVICE**

**NON-COMPANY OWNED**

**Applicability:**

Available to governmental units for the lighting of public streets, roads and ways where the underground cable, post, and luminaire was installed at the expense of abutting property owners or other second party. Repair or replacement of underground cable, post or luminaire shall be billed at actual cost. Bulb and glass cover replacement and normal maintenance (globe, luminaire and post washing or painting) shall be at the expense of the Company and shall be undertaken as needed or when ordered. (The Company shall replace glass globes and other glass covers twice in a twelve month period at no additional cost. Additional replacements shall be billed at actual cost.)

**Rate:**

Monthly charges per customer for all customers served under this schedule shall include Distribution Charges, Rate Stabilization Charges, Regulatory Transition Charges and Generation Charges, as shown below. Customers served under this schedule who receive Generation Services from a Certified Supplier will qualify for a Shopping Credit as shown below to reduce the sum of other applicable charges.

**Distribution Charge:**

INCANDESCENT LIGHTS – UNDERGROUND SERVICE

Nominal Lumens	Monthly kWh per lamp		Distribution Charges ¢/kWh	
			Ornamental, Metal or Concrete Posts	Monthly Base Rates
1,000	28	per kWh		15.709¢
2,500	66	per kWh		5.991¢
4,000	109	per kWh		3.131¢
6,000	137	per kWh		2.656¢
10,000	208	per kWh		2.106¢
15,000	269	per kWh		1.896¢

FLOUORESCENT LIGHTS – UNDERGROUND SERVICE

Nominal Lumens	Monthly kWh per Lamp	Distribution Charges ¢/kWh	
		Bridge-Mounted Units	Monthly Base Rates
12,000	70		9.878¢

MERCURY LIGHTS – UNDERGROUND SERVICE

Rating in Watts	Monthly kWh per lamp	Post Type	Distribution Charges ¢/kWh	
			Pole Type	Bridge or Underpass Wallpack
100	39	--	7.366¢	--
175	70	2.228¢	3.345¢	2.419¢
250	96	2.988¢	2.859¢	1.926¢
400	154	--	1.607¢	--
700	261	--	1.857¢	--
1,400	522 (Twin)	--	1.939¢	--
1,000	368	--	1.027¢	--
2,000	736 (Twin)	--	1.264¢	--

HIGH PRESSURE SODIUM LIGHTS

Rating in Watts	Monthly kWh per lamp	Post Type	Distribution Charges ¢/kWh	
			Pole Type	Bridge or Underpass Wallpack
70	28	8.429¢	--	8.667¢
100	39	6.047¢	7.806¢	5.925¢
150	57	4.389¢	5.375¢	4.221¢
200	81	--	3.982¢	3.170¢
250	105	--	2.882¢	--
310	128	--	2.229¢	--
310	256	--	2.616¢	--
400	163	--	2.860¢	--
1,000	368	--	1.553¢	--

**STREET LIGHTING SERVICE**

**NON-COMPANY OWNED**

OPTIONAL LIMITED MAINTENANCE

Limited Height Of 42 Feet

Available to governmental units for the lighting of public streets, roads and ways for installations where the underground cable, post and luminaire was installed at the expense of abutting property owners or other secondary party. Repair or replacement of underground cable, post or luminaire shall be billed to the governmental unit at actual cost. Bulb, glass cover replacement and normal maintenance of the globe and luminaire shall be at the expense of the Company and shall be undertaken as needed or when ordered by the governmental unit. (The Company shall replace glass globes and other glass covers twice in a twelve month period at no additional cost. Additional replacements shall be billed to the governmental unit at actual cost.)

Lamp Type: Mercury

Rating in Watts	Monthly kWh per Lamp	Distribution Charges ¢/kWh	
		Monthly Base Rates	
		Location on Highway	
		Side	Center
175	70	1.752¢	3.127¢
250	96	1.688¢	2.919¢
400	154	0.927¢	1.756¢
700	261	0.777¢	1.357¢
1,000	368	0.496¢	0.908¢

Lamp Type: High Pressure Sodium

Rating in Watts	Monthly kWh per Lamp	Distribution Charges ¢/kWh	
		Monthly Base Rates	
		Location on Highway	
		Side	Center
70	28	6.795¢	10.980¢
100	39	4.875¢	7.855¢
150	57	3.302¢	5.124¢
200	81	2.583¢	4.182¢
250	105	1.847¢	3.072¢
310	128	1.530¢	2.668¢
400	163	1.194¢	2.059¢
1,000	368	0.641¢	1.203¢

Lamp Type: Incandescent

Rating in Watts	Monthly kWh per Lamp	Distribution Charges ¢/kWh	
		Monthly Base Rates	
		Location on Highway	
		Side	Center
330	137	2.281¢	4.221¢
580	208	2.354¢	4.323¢
750	269	2.362¢	4.240¢

Lamp Type: Fluorescent

Rating in Watts	Monthly kWh per Lamp	Distribution Charges ¢/kWh	
		Monthly Base Rates	
		Location on Highway	
		Side	Center
320	140	6.128¢	12.756¢

Lamp Type: Metal Halide; Maintenance is time and material basis for these type lights.

Rating in Watts	Monthly kWh per Lamp	Distribution Charges ¢/kWh	
		Monthly Base Rates	
		Location on Highway	
		Side	Center
400	155	0.694¢	0.694¢
1,000	364	0.711¢	0.711¢

MAINTENANCE CHARGES

For lights over 42 feet in height and for metal halide lights, a purchase order authorizing maintenance work on a time and material basis will be required and will be billed through Jobbing and Contracting.

For each lamp type listed above, the following charges apply unless otherwise noted:

**Transmission and Ancillary Services Charges:**

The Transmission and Ancillary Services Charges will be applied pursuant to the Commercial Transmission and Ancillary Service Rider, Tariff Sheet No. 97.

**Rate Stabilization Charges:**

Energy Charges

All Lights except Metal Halide, All kWh,	per kWh	2.096¢
Metal Halide only, All kWh,	per kWh	1.572¢

The Rate Stabilization Charges above may be replaced by charges pursuant to the Returning Customer Generation Service Rider, Tariff Sheet No. 65, if applicable.

**Regulatory Transition Charges:**

Energy Charges

All Lights except Metal Halide, All kWh,	per kWh	1.546¢
Metal Halide only, All kWh,	per kWh	1.160¢

**Generation Charge:**

Energy Charge

All kWh,	per kWh	1.222¢
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The Generation Charge above may be replaced by charges pursuant to the Returning Customer Generation Service Rider, Tariff Sheet No. 65, if applicable.

**Shopping Credits:**

The Shopping Credit values are subject to the provisions of the Opinion and Order and the Entry on Rehearing in Case No. 03-2144-EL-ATA (Rate Stabilization Plan).

This Shopping Credit applies only to customers who receive Generation services from a Certified Supplier. Such customers shall receive a Shopping Credit equal to the Generation Charge in this schedule. In 2006, the applicable shopping credit will be increased by the amount of the Fuel Recovery Mechanism, Tariff Sheet No. 100. In 2007 and 2008, the applicable shopping credits will be increased by the Shopping Credit Adder, Tariff Sheet No. 64, based on the provisions of the Rate Certainty Plan (RCP) approved by the PUCO in Case No. 05-1125-EL-ATA et al.

For those customers who qualify under the Shopping Credit Rider, Sheet No. 63, the Shopping Credit may be modified as shown in Option 1 or Option 2 on Tariff Sheet No. 63.

In no event will the Shopping Credit be less than zero or exceed the amount set forth on Sheet No. 63.

**METERED ENERGY**

When only energy is purchased from the Company for the operation of a lighting system, this energy may be metered and billed at the following rates:

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Filed pursuant to Order dated January 4, 2006, in Case No.05-1125-EL-ATA et al., before  
The Public Utilities Commission of Ohio



**Rate:**

Monthly charges per customer for all customers served under this schedule shall include Rate Stabilization Charges, Regulatory Transition Charges and Generation Charges, as shown below. Customers served under this schedule who receive Generation Services from a Certified Supplier will qualify for a Shopping Credit as shown below to reduce the Sum of other applicable charges.

**Transmission and Ancillary Services Charges:**

The Transmission and Ancillary Services Charges will be applied pursuant to the Commercial Transmission and Ancillary Service Rider, Tariff Sheet No. 97.

**Rate Stabilization Charge:**

Energy Charges

All kWh,	per kWh	2.096¢
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The Rate Stabilization Charge above may be replaced by charges pursuant to the Returning Customer Generation Service Rider, Tariff Sheet No. 65, if applicable.

**Regulatory Transition Charge:**

Energy Charges

All kWh,	per kWh	1.546¢
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**Generation Charge:**

Energy Charges

All kWh,	per kWh	0.742¢
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The Generation Charge above may be replaced by charges pursuant to the Returning Customer Generation Service Rider, Tariff Sheet No. 65, if applicable.

**Shopping Credit:**

The Shopping Credit values are subject to the provisions of the Opinion and Order and the Entry on Rehearing in Case No. 03-2144-EL-ATA (Rate Stabilization Plan).

This Shopping Credit applies only to customers who receive Generation services from a Certified Supplier. Such customers shall receive a Shopping Credit equal to the Generation Charge in this schedule. In 2006, the applicable shopping credit will be increased by the amount of the Fuel Recovery Mechanism, Tariff Sheet No. 100. In 2007 and 2008, the applicable shopping credits will be increased by the Shopping Credit Adder, Tariff Sheet No. 64, based on the provisions of the Rate Certainty Plan (RCP) approved by the PUCO in Case No. 05-1125-EL-ATA et al.

For those customers who qualify under the Shopping Credit Rider, Sheet No. 63, the Shopping Credit may be modified as shown in Option 1 or Option 2 on Tariff Sheet No. 63.

In no event will the Shopping Credit be less than zero or exceed the amount set forth on Sheet No. 63.

**Applicable Riders:**

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown:

Commercial Transmission and Ancillary Service	Sheet No. 97
Regulatory Transition Charge Offset Rider	Sheet No. 99
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Fuel Cost Recovery Rider	Sheet No. 107

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**COGENERATION AND SMALL POWER PRODUCTION**

**Availability**

This schedule is applicable to the purchase of power from cogeneration and small power production facilities which are eligible to qualify under Section 210 of the Public Utilities Regulatory Policies Act of 1978, having design capacity of 100 kilowatts or less.

All other electric service which cogenerators or small power producers may require from the Company, such as supplementary, back-up, interruptible or maintenance power, shall be furnished under the Company's filed rate schedules in effect for such service.

**Administration:**

A monthly charge of \$9.42 will be made to cover administrative and other costs related to purchases from and interconnection with the qualifying facility.

**Rate:**

The purchase price for power supplied to the Company from the qualifying facility will be the average avoided cost of such power, derived from data filed with the P.U.C.O. and updated biennially.

The net monthly payment to the qualifying facility shall be:

Non-Time-of-Day Metered Installations

All kWh, per kWh..... 1.26¢

Time-of-Day Metered Installations

On Peak kWh, per kWh ..... 1.40¢

Off Peak kWh, per kWh..... 1.26¢

**Transmission of Power:**

Ohio Edison will transmit power from qualifying cogenerators and small power producers to other third party purchasers under reasonable arrangements and upon payment of charges in accordance with the FERC Open Access Transmission Tariff, provided such a transfer will cause no undue burden to the Company and will not unreasonably impair the reliability of service provided by the Company.

**Interconnection Costs:**

At the request of the qualifying facility the Company will install the necessary equipment to interconnect with the facility. No interconnection will be made until the qualifying facility has installed equipment which, in the Company's judgment, provides for safety of personnel, affords adequate protection against damages to the Company's system or to other customer's property and prevents interference with the supply of electric service to others.

The qualifying facility shall pay the Company for its one time cost of interconnection including metering. The payment can be made in equal installments over a thirty-six (36) month period provided a suitable guarantee of payment is furnished and an appropriate rate of interest is specified on the unpaid balance. All material and equipment installed by the Company shall remain-its property.

**Purchase Agreement:**

Those qualifying facilities wishing to sell power to Ohio Edison will be requested to sign a letter of agreement or other contract stating the terms of the transaction. No purchase will be made without such contract.

**POLE ATTACHMENT TARIFF**

The yearly charge of \$4.69 per pole, occupied or reserved at Attachee's request, shall be made for the communications system attachment of any necessary contact on a pole to accommodate a single messenger's strand (support wire) system, with or without communication cable(s) lashed to it, including service drops and multiple contacts where required for construction on this single messenger strand system or a single self supporting wire or cable, to any of the Company's poles by any person or entity other than a public utility that is authorized and has obtained, under law, any necessary public or private authorization and permission to construct and maintain the communications attachment, so long as the attachment does not interfere, obstruct, or delay the service and operation of the Company's electric system, or create a hazard to safety. Attachee shall pay Company on or before January 10 of each year, or within thirty days of an invoice date, whichever is later, the above charge per pole as that rate may by law be modified from time to time, for every pole occupied or reserved at any time during the prior year.

Nothing herein shall be construed as a waiver by the Company of its property rights in its poles or facilities appendant thereto, and the Company reserves complete authority, at its sole option, to decline access, as permitted by law, to its poles or to require removal of any wire, cable, facility or apparatus thereon.

The Company has heretofore entered into, or may in the future enter into, agreements or arrangements with others not covered by this tariff. Nothing herein shall be construed as a limitation, restriction or prohibition against the Company with respect to such other agreements and arrangements. The rights of any Attachee shall at all times be subject to any present or future arrangement between the Company and any other public utility or governmental body.

Terms and conditions for such attachments are as follows:

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**POLE ATTACHMENT TARIFF**

**TERMS AND CONDITIONS**

The Company may require a formal contractual agreement with Attachee, which will depict the geographical area in which attachments are to be made and must be executed prior to the acceptance by Company of any proposals for specific pole attachments. The agreement required by the Company may include, but is not limited to, the following terms and conditions:

- A. Written Consent of Company: Attachee shall place no attachments on any of the Company's pates without the written consent of Company. The Company is under no obligation to give consent, but such consent shall not be unreasonably withheld.
- B. Location and Nature of Attachments: As specified in the agreement.
- C. Grace Period for Drop Wire Attachments: As specified in the agreement.
- D. Right of Company to Allocate Space: As specified in the agreement.
- E. Attachment Height and Code Compliance: As specified in the agreement.
- F. Time Frame for Application Review: As specified in the agreement.
- G. Charge for Extra Height or Strength: In any case where the Company installs a new pole, initially or as a replacement, to be used by Attachee, and judges it necessary, in order to accommodate the attachments of the Attachee, that such pole be tatter and/or stronger than one which it would install for its own use, or when Attachee requests the installation of a taller and/or stronger pole and the Company accedes to such request, the estimated cost of such extra height and/or strength shall be paid-in advance by the Attachee. Such cost shall be the difference between the estimated cost in place of the new pole and the estimated cost in place of a pole considered by the Company to be adequate for the attachments of the Company and shall be calculated as specified in the agreement.

Such pole shall be the sole property of the Company.

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H. Charge for New Poles or Alteration of Company Facilities: Whenever a new pole is to be installed by the Company as a replacement for an existing pole, and such existing pole is one which in the Company's sole judgment would otherwise not need to be replaced to provide for the requirements of the Company, Attachee agrees to pay in advance to the Company, in addition to the amount provided for in Section G, a sum equal to the then present value in place of the pole which is replaced, plus the estimated cost of its removal, minus the salvage value of the removed pole. Said calculation, where applicable, shall be calculated as specified in the agreement.

Attachee further agrees to pay in advance to the Company the estimated cost to the Company of moving, removing, rearranging or altering the existing facilities of the Company which were necessitated by the pole replacement.

Such pole shall be the sole property of the Company.

I. Precautions to be Undertaken by Attachee: As specified in the agreement.

J. Present and Future Use of Company Facilities: As between Attachee and Company, the Company shall be the sole judge of its requirements for present and future use of its poles and attachments, and the present and future use of the attachments to the Company's pates by any other Attachee of the Company, and of any interference with such use or uses.

K. Charge for Guying and Support Structures: Attachee shall pay in advance to the Company the estimated cost of any new or additional guying or support structures which in the Company's sole judgment are made necessary by the installation and maintenance of Attachee's attachments on new or existing pates of the Company.

L. Charge for Company Inspection: The Company shall have the right to inspect each new installation of Attachee on the Company's poles and thereafter to make periodic inspections as conditions may warrant.

Upon request, Attachee shall reimburse the Company for the cost of such inspections.

The Company's right to make such inspections and its failure to draw Attachee's attention to any defects, hazards or failure to comply with standards, whether or not observed by the Company on inspection, shall not relieve Attachee of any responsibility, obligation or liability assumed under the agreement.

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- M. Charge for Unauthorized Attachment: When any unauthorized contact is found, Attachee shall pay to the Company for each unauthorized contact a charge based on two times the normal rental rate per pole per year starting from the date the attachment was made or any higher rate provided for in the Company's filed and approved tariff which is amended from time to time.

If the Attachee is unable to document the date of attachment, the parties mutually agree that the period shall be fixed at the lesser of five years, or the date of an initial agreement between the parties (including those obtained through assignment). All unauthorized contacts shall carry a minimum one year charge.

- N. Charge for Late Payment: If any payment due under the agreement is not received at the Company's offices on or before the date prescribed, an additional amount equal to a monthly charge of 1.5%, or any higher amount provided for in the Company's filed and approved tariffs which are amended from time to time, shall be charged on any unpaid balance existing after this date.

- O. Interference or Hazards: Whenever the Company notifies Attachee in writing that any attachments of Attachee interfere with the operation of equipment of the Company, or constitute a hazard to the service rendered by the Company, or fail to comply with codes or regulations hereinbefore mentioned, Attachee shall, within thirty (30) days of the date of such written notification, or within such longer period of time as provided for therein, move, remove, rearrange, or alter its attachments so as to meet the requirements or codes and regulations hereinbefore mentioned and the requirements of the Company.

In the event that Attachee fails to move, remove, rearrange or alter its attachments within the time frame herein provided, the Company at its option, shall have the right, without liability to Attachee or any of its subscribers, to move, remove, rearrange or alter said attachments, or make arrangements therefor. The costs of such activities shall be borne by Attachee.

- P. Emergencies: In case of circumstances which in the Company's sole judgment constitute an emergency, the Company reserves the right, without liability to Attachee or any of its subscribers, to move, remove, rearrange or alter said attachments of Attachee, or make arrangements therefor. The cost of such activities shall be borne by Attachee.

- Q. Discontinuance of Attachment: The Company reserves the right, without liability to Attachee, to discontinue the use of, remove, replace, or alter the location of any or all of its poles or facilities, regardless of any occupancy by Attachee on any of the Company's poles.



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Attachee shall, at its sole cost and within thirty (30) days of the date of written notification from the Company, or within such longer period of time as provided for therein, move, remove, rearrange, or alter any of its attachments as shall be required by such action of the Company.

In the event that Attachee fails to move, remove, rearrange or alter its attachments within the time frame herein provided, the Company, at its option, shall have the right, without liability to Attachee or any of its subscribers, to move, remove, rearrange or alter said attachments, or make arrangements therefor. The costs of such activities shall be borne by Attachee.

- R. Charge for Removing Attachment: Attachee may at any time abandon the use of a pole to which it has made an attachment under the agreement by removing from such pole all of its attachments and by giving written notice thereof to the Company.

If by reason of removing attachments, Attachee causes the Company to incur any costs, Attachee shall reimburse the Company for all such costs;

- S. Indemnification: Attachee hereby agrees to indemnify, hold harmless, and defend the Company from and against any and all actions or causes of action, claims, demands, liabilities, losses, costs, damages or expenses of any kind whatsoever, including attorney's fees, which the Company may suffer or incur by reason of the failure of Attachee to secure any right, license, permit or easement required for the construction or maintenance of Attachee's attachments to the Company's poles, by reason of interruption of Attachee's service to Attachee's subscribers, by reason of interference with television reception of its subscribers or others, by reason of bodily injury, including death, to any person or persons, or 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 the facilities of Attachee to be installed hereunder, or the installation, maintenance, removal, rearrangement or alteration of Attachee's facilities by the Company, including removal or relocation of attachments by the Company under the provisions of the agreement, or which the Company may sustain or incur in connection with any litigation, investigation or other expenditures incident thereto, including any suit instituted to enforce the obligations of the agreement, unless caused by the sole negligence of the Company -or any of its representatives or employees.

Attachee, for itself, its successors, and permitted assigns, does hereby waive, as a complying employer, its immunity provided for under the Workers' Compensation Laws, with respect to damages, expenses or costs incurred or sustained by the Company that result from any of the claims, demands, liabilities, losses, costs, damages or expenses that may be asserted by an employee of Attachee against the Company as indicated above.

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Approval of the above Tariff language by the Commission does not constitute a determination by the Commission as to whether the foregoing limitation of liability or waiver of immunity under the Workers' Compensation Laws should or should not be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity or invalidity of the foregoing limitation of liability and waiver of immunity clauses.

T. Insurance: Attachee shall obtain and maintain at all times, from and after acting upon the consent of the Company to place attachments on any poles, policies of insurance as required contractually by Company.

U. Filing of Insurance Certificates: As specified in the agreement.

V. Responsibility for any Rights, Easements, Licenses or Permits: Attachee shall obtain any right, license, easement or permit from any governmental body, authority or other person or persons which may be required for the construction and maintenance of attachments of Attachee.

The Company does not represent that it has or will have any easements, rights-of-way or franchises for the construction and maintenance of said attachments or for rights of entry upon premises for construction and maintenance of said attachments.

W. Reimbursements of other Users by Attachee: As specified in the agreement.

X. Charge for Work Performed by Company: Except as otherwise provided in the agreement, when Attachee is obligated hereunder to perform certain work on Attachee's facilities at its own expense and the Company and Attachee agree that it is preferable for the Company to perform the work, then the Company shall perform the work and Attachee shall promptly pay the full cost thereof.

Y. Procedures Upon Noncompliance or Default by Attachee: As specified in the agreement.

Z. Term of Agreement: The Company and Attachee may fix the term of their contractual agreement and may agree that upon notice from or to the Company, Attachee shall proceed to remove its attachments from the Company's poles without undue delay and shall complete such removal prior to the specified termination date.

AA. Assignment: As specified in the agreement.

BB. Miscellaneous, Other: As specified in the agreement.

**MISCELLANEOUS CHARGES**

**Disconnection Call Charge:**

When service is about to be discontinued pursuant to the rules and regulations governing disconnection for nonpayment of past due bills and the customer makes a payment to the collector, a charge of \$7.00 will be assessed for the trip (Standard Rules and Regulations, Sheet No. 4, Section XII, Paragraph B).

**Reconnection Charge:**

When service has been disconnected pursuant to Standard Rules and Regulations, Sheet No. 4, Section XII, Paragraph C, the following charges shall apply for reconnection of service.

Reconnection Charge:

Normal Business Hours \$20.00

After Normal Business Hours \$30.00

**Dishonored Check Charge:**

A charge of \$7.00 shall be made for the additional cost incurred by the Company for processing checks that are returned by the bank (Standard Rules and Regulations, Sheet No. 4, Section VII, Paragraph G).

**Meter Test Charge:**

The Company will test a meter at the request of the customer. The first test shall be at no charge to the customer. The Company shall charge \$50.00 for any subsequent tests performed at the customer's request. No payment will be required of the customer if the meter is found to be registering incorrectly. (Standard Rules and Regulations, Sheet No. 4., Section X, Paragraph C).

**Tampering/Investigation Charge:**

When service is obtained by a fraudulent or damaging practice, the consumer or customer will be charged a minimum fee of \$125.00 for the investigation and inspection. The consumer or customer will be charged on a case-by-case basis for any extraordinary costs of disconnection and the actual cost of repair or replacement of damaged equipment. (Standard Rules and Regulations, Sheet No. 4, Section XII, Paragraph D).

**MISCELLANEOUS CHARGES (Continued)**

**Residential Disconnection/Reconnection For Customer Work:**

When a residential Customer requests the Company to disconnect and/or reconnect an overhead service drop (e.g. for siding work) there will be a charge to the Customer of either \$200 or the Company's actual cost to perform the disconnect/reconnect, whichever is less.

**Residential Temporary Service Connection:**

When requested by a residential Customer, the Company will provide a temporary service connection (not including temporary services that includes installation and removal of Company-owned temporary structure) for a charge to the Customer of either \$200 or the Company's actual cost to provide the temporary service connection, whichever is less.

### **Late Payment Charges For Government Accounts**

For government accounts, if the bill payment is not received by the Company offices on or before the date shown on the bill, which is thirty days after the mailing date of the bill, an additional amount equal to 1.5% shall be charged on any unpaid balance existing after this date. This provision is not applicable to unpaid balances existing as of February 4, 1986.

### **Conservation Service Program**

Upon request of an "eligible customer" as defined by Section 456.105(d) of the Code of Federal Regulations (CFR) the Company shall provide a Residential Conservation Service (RCS) Program Audit as prescribed by the National Energy Conservation Policy Act of 1978 (Public Law 95-619); 10 CFR Part 456 as amended by the Energy Security Act of 1980 (Section 544, Public Law 96-294); and the Ohio State RCS Plan as issued by the Ohio Department of Energy. Prior to the Company providing the requested -audit, the customer shall remit, either with the regular payment for electric service or by special payment, the amount of Fifteen Dollars (\$15.00). If for any reason the audit requested by the customer is not performed, all moneys remitted by the customer shall be refunded.

In the case of duplicate program audits, the customer shall pay all direct costs of such audits. Prior to making the audit, the customer shall be provided an estimate of those direct costs which the Company intends to assess upon completion of the audit.

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**TRANSITION RATE CREDIT PROGRAM**

**RESIDENTIAL SERVICE**

In conformity with the Commission Entry in Case No. 05-1125-EL-ATA et al., Credit E and Credit F identified below apply to the following Residential tariffs for the time periods shown:

Standard Rate	Original Sheet No. 10
Space Heating Rate	Original Sheet No. 11
Optional Time-of-Day	Original Sheet No. 12
Load Management Rate	Original Sheet No. 17
Water Heating Service	Original Sheet No. 18
Optional Electrically Heated Apartment Rate	Original Sheet No. 19

For purposes of reflecting Credits E or F on customer bills, the company may reflect the credit as part of transition charges.

The percentage reduction reflected in Credit F will be calculated prior to the application of Credit E. In no event shall Credit E reduce a customer's total bill below zero.

**Credit E**

For bills rendered from January 1, 2006 through the earlier of a customer's meter read date in December 2008 or the date the RTC and Extended RTC amounts are fully recovered, the Regulatory Transition Charge will be reduced by \$1.50 per month.

**Credit F**

For bills rendered from January 1, 2006 through the earlier of a customer's meter read date in December 2008 or the date the RTC and Extended RTC amounts are fully recovered, the Regulatory Transition Charge will be reduced by 23.3%.

**SHOPPING CREDIT RIDER**

This Rider is in accordance with the provisions of the Opinion and Order and the Entry on Rehearing in Case No. 03-2144-EL-ATA (Rate Stabilization Plan).

Aggregators or commercial/industrial customers that enter into a firm generation service electric contract(s), i.e., satisfying the full capacity, energy and transmission requirements associated with such customer loads and with a credit worthy supplier, for a binding term (i) commencing January 1, 2006 through either December 31, 2006 (for Option 2 only) or December 31, 2008, and sufficient evidence of such contract(s) is provided to the Company by February 2, 2005, or for Rate 21 customers that are not part of an aggregated group sufficient evidence is given by October 3, 2005, or (ii) commencing January 1, 2007 through either December 31, 2007 (for Option 2 only) or December 31, 2008 and such notice is provided to the Company prior to December 31, 2005 or as otherwise ordered by the Commission, or (iii) commencing January 1, 2008 through December 31, 2008 and such notice is provided to the Company prior to December 31, 2006 or as otherwise ordered by the Commission, then such aggregators and/or commercial/industrial customers shall be entitled to increase the Shopping Credit by selecting at the time of the applicable contract notice set forth above either the additional credit set forth in Paragraph 1 (Option 1) or Paragraph 2 (Option 2) below for the entire period of the contract and for aggregators all customers within the aggregated group shall be under the same credit election. Nothing in this paragraph shall limit an aggregator or customer from substituting another supplier for the initial qualified contract supplier, provided sufficient evidence of such new contract is provided to the Company and such new contract otherwise satisfies the terms for such firm generation service contracts set forth above.

1. The Shopping Credit shall be increased to include the following percentages of the Rate Stabilization Charge (RSC) in effect as of January 1, 2006 as to those customers: 65% during the period January 1, 2006 through December 31, 2006; 75% during the period January 1, 2007 through December 31, 2007; and 85% during the period January 1, 2008 through December 31, 2008. If for any reason customers within an aggregation group or such commercial/industrial customers return to the Company for generation service during the term of their contract(s), except customers that elect to opt out of an aggregation program pursuant to Section 4928.20(D) O.R.C., those customers shall return to the Company based on the provisions outlined in the Returning Customer Generation Service Rider (Sheet No. 65). As provided for in the Returning Customer Generation Service Rider, customers selecting this Shopping Credit option (Option 1) and who return to the Company for generation service under the Returning Customer Generation Service Rider, will be required to remain on the Returning Customer Generation Service Rider for a maximum of six billing periods or until they receive Generation services from a Certified Supplier, whichever comes first.



**SHOPPING CREDIT RIDER (Continued)**

2. The Shopping Credits shall be increased to include 100% of the RSC in effect as of January 1, 2006, provided that if for any reason customers within the aggregation group or such commercial/industrial customers return to the Company for generation service during the term of such contract(s), except customers that elect to opt out of an aggregation program pursuant to Section 4928.20(D) O.R.C., those customers shall return to the Company based on the provisions outlined in the Returning Customer Generation Service Rider (Sheet No. 65). As provided for in the Returning Customer Generation Service Rider, customers selecting this Shopping Credit option (Option 2) and who return to the Company for generation service under the Returning Customer Generation Service Rider, will be required to remain on the Returning Customer Generation Service Rider until they receive Generation Service from a Certified Supplier.

The values for the Shopping Credit by rate block under Option 1 and Option 2 are shown on the Shopping Credit tables below. In 2006, the applicable shopping credit will be increased by the amount of the Fuel Recovery Mechanism, Tariff Sheet No. 100. In 2007 and 2008, the applicable shopping credits will be increased by the Shopping Credit Adder, Tariff Sheet No. 64, based on the provisions of the Rate Certainty Plan (RCP) approved by the PUCO in Case No. 05-1125-EL-ATA et al.

In no event shall the total Shopping Credit, including the increased amounts, as determined in Option 1 or Option 2, exceed the Shopping Credit cap that has been approved by the Public Utilities Commission of Ohio (PUCO) in Case No. 03-2144-EL-ATA and as such Shopping Credit cap is adjusted per provisions of Case No. 03-2144-EL-ATA or Case No. 05-1125-EL-ATA et al.

In no event will the total Shopping Credit be less than zero.

Shopping Credits - Option 1		
Generation Charge & % of Rate Stabilization Charge		
2006 – 65%	2007 – 75%	2008 – 85%

**Rate 10 – General Residential**

	<u>Winter</u>	<u>Summer</u>	<u>Winter</u>	<u>Summer</u>	<u>Winter</u>	<u>Summer</u>
First 500 kWh, per kWh	5.396 ¢	5.447 ¢	5.465 ¢	5.465 ¢	5.465 ¢	5.465 ¢
Over 500 kWh, per kWh	5.396 ¢	5.833 ¢	5.465 ¢	5.465 ¢	5.465 ¢	5.465 ¢

*Shopping Credit value shall not exceed 5.465 ¢ plus the amount of Sheet 100 in 2006 or Sheet 64 in 2007 and 2008.*

**Rate 11 – Residential All Electric**

First 900 kWh, per kWh	4.244 ¢	4.403 ¢	4.560 ¢	4.735 ¢	4.876 ¢	5.067 ¢
Over 900 kWh, per kWh	1.989 ¢	4.489 ¢	2.068 ¢	4.830 ¢	2.147 ¢	5.171 ¢

*Shopping Credit value shall not exceed 5.465 ¢ plus the amount of Sheet 100 in 2006 or Sheet 64 in 2007 and 2008.*

**Rate 17 – Residential Load Mgmt.**

First 250 kWh, per kWh	5.586 ¢	5.636 ¢	5.877 ¢	5.930 ¢	6.167 ¢	6.224 ¢
Next 250 kWh, per kWh	5.260 ¢	5.309 ¢	5.528 ¢	5.581 ¢	5.797 ¢	5.853 ¢
Balance to 125 kWh per kW of billing load, per kWh	5.260 ¢	5.681 ¢	5.528 ¢	5.978 ¢	5.797 ¢	6.275 ¢
Over 125 kWh per kW of billing load, per kWh	1.915 ¢	1.915 ¢	1.959 ¢	1.959 ¢	2.003 ¢	2.003 ¢

*Shopping Credit value shall not exceed 5.465 ¢ plus the amount of Sheet 100 in 2006 or Sheet 64 in 2007 and 2008.*

**Rate 19 – Residential Apartment – Optional Heat.**

First 350 kWh, per kWh	4.720 ¢	4.762 ¢	5.019 ¢	5.064 ¢	5.317 ¢	5.366 ¢
Next 750 kWh, per kWh	2.089 ¢	4.874 ¢	2.161 ¢	5.186 ¢	2.233 ¢	5.497 ¢
Over 1,100 kWh, per kWh	4.531 ¢	4.874 ¢	4.813 ¢	5.186 ¢	5.095 ¢	5.497 ¢

*Shopping Credit value shall not exceed 5.465 ¢ plus the amount of Sheet 100 in 2006 or Sheet 64 in 2007 and 2008.*

**Rate 21 - General Service - Secondary**

First 500 kWh, per kWh	8.512 ¢	8.854 ¢	9.196 ¢
Balance to 165 kWh per kW of billing load, per kWh	9.237 ¢	9.613 ¢	9.989 ¢
Next 85 kWh per kW of billing demand, per kWh	2.618 ¢	2.683 ¢	2.748 ¢
Over 250 kWh per kW of billing demand, per kWh	1.768 ¢	1.793 ¢	1.818 ¢

*Shopping Credit value shall not exceed 4.870 ¢ plus the amount of Sheet 100 in 2006 or Sheet 64 in 2007 and 2008.*

**Traffic Lighting**

All kWh, per kWh	1.101 ¢	1.314 ¢	1.526 ¢
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*Shopping Credit value shall not exceed 4.835 ¢ plus the amount of Sheet 100 in 2006 or Sheet 64 in 2007 and 2008.*

**Private Outdoor Lighting**

All kWh, per kWh	3.290 ¢	3.530 ¢	3.770 ¢
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*Shopping Credit value shall not exceed 4.835 ¢ plus the amount of Sheet 100 in 2006 or Sheet 64 in 2007 and 2008.*

<b>Shopping Credits - Option 1 (Continued)</b>		
Generation Charge & % of Rate Stabilization Charge		
2006 – 65%	2007 – 75%	2008 – 85%

**Rate 23 - General Service - Large**

First 2,000 kVa of billing demand, per kVa	\$ 14.237	\$ 14.237	\$ 14.237
Next 2,000 kVa of billing demand, per kVa	\$ 14.109	\$ 14.109	\$ 14.109
Over 4,000 kVa of billing demand, per kVa	\$ 10.908	\$ 10.908	\$ 10.908
First 250 kWh per kW of billing load, per kWh	1.096 ¢	1.389 ¢	1.681 ¢
Over 250 kWh per kW of billing load, per kWh	1.278 ¢	1.383 ¢	1.488 ¢

*Shopping Credit value shall not exceed 3.666 ¢ plus the amount of Sheet 100 in 2006 or Sheet 64 in 2007 and 2008.*

**Rate 28 – General Service – High Use Mfg.**

First 8,000 kVa of billing demand, per kVa	\$ 12.069	\$ 12.069	\$ 12.069
Next 16,000 kVa of billing demand, per kVa	\$ 9.450	\$ 9.450	\$ 9.450
Over 24,000 kVa of billing demand, per kVa	\$ 6.913	\$ 6.913	\$ 6.913
All kWh, per kWh	0.199 ¢	0.402 ¢	0.605 ¢

*Shopping Credit value shall not exceed 3.666 ¢ plus the amount of Sheet 100 in 2006 or Sheet 64 in 2007 and 2008.*

**All Night Outdoor Lighting.**

First 500 kWh, per kWh	1.902 ¢	2.235 ¢	2.567 ¢
Over 500 kWh, per kWh	2.804 ¢	3.170 ¢	3.535 ¢

*Shopping Credit value shall not exceed 4.835 ¢ plus the amount of Sheet 100 in 2006 or Sheet 64 in 2007 and 2008.*

**Street Lighting**

All kWh, per kWh	2.584 ¢	2.794 ¢	3.004 ¢
Metal Halide	2.244 ¢	2.401 ¢	2.558 ¢
Metered Energy	2.104 ¢	2.314 ¢	2.524 ¢

*Shopping Credit value shall not exceed 4.835 ¢ plus the amount of Sheet 100 in 2006 or Sheet 64 in 2007 and 2008.*

<b>Shopping Credits - Option 2</b>
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Generation Charge & 100% of Rate Stabilization Charge 2006-8
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**Rate 10 – General Residential**

	<u>Winter</u>	<u>Summer</u>
First 500 kWh, per kWh	5.465 ¢	5.465 ¢
Over 500 kWh, per kWh	5.465 ¢	5.465 ¢

*Shopping Credit value shall not exceed 5.465 ¢ plus the amount of Sheet 100 in 2006 or Sheet 64 in 2007 and 2008.*

**Rate 11 – Residential All Electric**

First 900 kWh, per kWh	5.349 ¢	5.465 ¢
Over 900 kWh, per kWh	2.265 ¢	5.465 ¢

*Shopping Credit value shall not exceed 5.465 ¢ plus the amount of Sheet 100 in 2006 or Sheet 64 in 2007 and 2008.*

**Rate 17 – Residential Load Mgmt.**

First 250 kWh, per kWh	6.603 ¢	6.665 ¢
Next 250 kWh, per kWh	6.200 ¢	6.261 ¢
Balance to 125 kWh per kW of billing load, per kWh	6.200 ¢	6.720 ¢
Over 125 kWh per kW of billing load, per kWh	2.069 ¢	2.069 ¢

*Shopping Credit value shall not exceed 5.465 ¢ plus the amount of Sheet 100 in 2006 or Sheet 64 in 2007 and 2008.*

**Rate 19 – Residential Apartment – Optional Heat.**

First 350 kWh, per kWh	5.765 ¢	5.465 ¢
Next 750 kWh, per kWh	2.341 ¢	5.465 ¢
Over 1,100 kWh, per kWh	5.518 ¢	5.465 ¢

*Shopping Credit value shall not exceed 5.465 ¢ plus the amount of Sheet 100 in 2006 or Sheet 64 in 2007 and 2008.*

**Rate 21 - General Service - Secondary**

First 500 kWh, per kWh	9.709 ¢
Balance to 165 kWh per kW of billing load, per kWh	10.553 ¢
Next 85 kWh per kW of billing demand, per kWh	2.846 ¢
Over 250 kWh per kW of billing demand, per kWh	1.856 ¢

*Shopping Credit value shall not exceed 4.870 ¢ plus the amount of Sheet 100 in 2006 or Sheet 64 in 2007 and 2008.*

**Traffic Lighting**

All kWh, per kWh	1.845 ¢
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*Shopping Credit value shall not exceed 4.835 ¢ plus the amount of Sheet 100 in 2006 or Sheet 64 in 2007 and 2008.*

**Private Outdoor Lighting**

All kWh, per kWh	4.130 ¢
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*Shopping Credit value shall not exceed 4.835 ¢ plus the amount of Sheet 100 in 2006 or Sheet 64 in 2007 and 2008.*

<b>Shopping Credits - Option 2</b>
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(Continued)
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Generation Charge & 100% of Rate Stabilization Charge 2006-8
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**Rate 23 - General Service - Large**

First 2,000 kVa of billing demand, per kVa	\$ 14.237
Next 2,000 kVa of billing demand, per kVa	\$ 14.109
Over 4,000 kVa of billing demand, per kVa	\$ 10.908
First 250 kWh per kW of billing load, per kWh	2.120 ¢
Over 250 kWh per kW of billing load, per kWh	1.646 ¢

*Shopping Credit value shall not exceed 3.666 ¢ plus the amount of Sheet 100 in 2006 or Sheet 64 in 2007 and 2008.*

**Rate 28 – General Service – High Use Mfg..**

First 8,000 kVa of billing demand, per kVa	\$ 12.069
Next 16,000 kVa of billing demand, per kVa	\$ 9.450
Over 24,000 kVa of billing demand, per kVa	\$ 6.913
All kWh, per kWh	0.909 ¢

*Shopping Credit value shall not exceed 3.666 ¢ plus the amount of Sheet 100 in 2006 or Sheet 64 in 2007 and 2008.*

**All Night Outdoor Lighting.**

First 500 kWh, per kWh	3.066 ¢
Over 500 kWh, per kWh	4.084 ¢

*Shopping Credit value shall not exceed 4.835 ¢ plus the amount of Sheet 100 in 2006 or Sheet 64 in 2007 and 2008.*

**Street Lighting**

All kWh, per kWh	3.318 ¢
Metal Halide	2.794 ¢
Metered Energy	2.838 ¢

*Shopping Credit value shall not exceed 4.835 ¢ plus the amount of Sheet 100 in 2006 or Sheet 64 in 2007 and 2008.*

**SHOPPING CREDIT ADDER**

This Shopping Credit Adder is effective for bills rendered beginning with the cycle portion after the effective date of this rider. The amount of this adder reflects the amount set forth on the Fuel Recovery Mechanism Rider (Sheet 100) plus the amount set forth on the Fuel Cost Recovery Rider (Sheet 107).

This adder applies only to customers who receive Generation services from a Certified Supplier.

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**RETURNING CUSTOMER GENERATION SERVICE RIDER**

Applicable to all customers within an aggregation group or commercial/industrial customers that qualify for and receive Shopping Credits pursuant to Paragraph 1 or Paragraph 2 under the Shopping Credit Rider, Sheet No. 63, that return to the Company for generation service during the term of their contract(s), except customers that are returning to the Company for generation service only because they elected to opt out of an aggregation program pursuant to Section 4928.20 (D) O.R.C. The Company reserves the right to waive application of this Rider for customers that are being returned to the Company by their supplier because the individual customer defaulted on their supply arrangement, if the Rider application has negligible financial results on the Company.

For all customers that this Rider is applicable to the Company shall charge for provider of last resort (POLR) service based on the POLR Service Pricing section shown below. This charge will replace charges previously included in the generation-related component of the customer's bill. All other provisions, rates and terms of the otherwise applicable tariff shall apply.

**POLR Service Pricing**

**Residential Customers:**

Residential customers will pay 1.05 times the Standard Service Offer (SSO) from their applicable rate schedule for POLR service. The SSO is defined as the sum of the Generation Charges, the Rate Stabilization Charges, and the Fuel Recovery Mechanism Rider, Tariff Sheet No. 100, amount. The customer, in paying the 1.05 times the SSO for POLR service, will have paid for the Generation Charges, Rate Stabilization Charges, and the Fuel Recovery Mechanism Rider, Tariff Sheet No. 100, in their applicable rate.

**Commercial and Industrial Customers (Without Interval Metering) :**

Commercial and industrial customers will pay the greater of the SSO (as defined above) or prices based on a load-weighted average of hourly locational marginal prices (LMP) at the commercial pricing node. This price reflects the LMP associated with the node applicable to returning customers. The hourly load values used in calculating the load-weighted average will be based on the customer's applicable hourly load profile included in the Supplier Services section of the FirstEnergy website at [www.firstenergycorp.com/supplierservices](http://www.firstenergycorp.com/supplierservices). The customers will be billed on their applicable billing cycle. For customers in billing cycles 1 through 10, the load-weighted average calculation will be made on the fifteenth day of the preceding month. For those customers in billing cycles 11 and above, the load-weighted average will be calculated on the last day of the preceding month. In these calculations, the previous 30 days of LMP will be utilized in determining the load-weighted average.

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**RETURNING CUSTOMER GENERATION SERVICE RIDER (Continued)**

The formula for the calculation of the load-weighted average of hourly LMP at the commercial pricing node is as follows:

$$ALMP_k = \frac{\sum_{j=1}^n (LMP_j \times KW_j)}{\sum_{j=1}^n KWE_j}$$

Where

- ALMP<sub>k</sub> = Load-weighted average of hourly LMP at the commercial pricing node for load profile k.
- LMP<sub>j</sub> = Locational marginal price at hour j within the 30 days utilized in calculating the ALMP.
- KW<sub>j</sub> = Hourly load in KW from load profile k at hour j within the 30 days utilized in calculating the ALMP. This load value includes distribution losses only.
- KWE<sub>j</sub> = KW<sub>j</sub> excluding transmission and distribution losses.
- n = 720

**Commercial and Industrial Customers (With Interval Metering):**

Commercial and industrial customers will pay the greater of the SSO (as defined above) or prices based on a load-weighted average of hourly locational marginal prices (LMP) at the commercial pricing node. This price reflects the LMP associated with the node applicable to returning customers. The hourly load values used in calculating the load-weighted average will be based on the customer's actual hourly loads during the billing period. If actual hourly loads are not available from the interval meters for reasons beyond the control of the Company, then the Company will estimate the customer's hourly loads based on historical data. The customers will be billed on their applicable billing cycle. In these calculations, the actual hourly LMP during the billing period will be utilized in determining the load-weighted average.

$$ALMP_k = \frac{\sum_{j=1}^n (LMP_j \times KW_j)}{\sum_{j=1}^n KWE_j}$$

Where

- ALMP<sub>k</sub> = Load-weighted average of actual hourly LMP at the commercial pricing node for customer k.
- LMP<sub>j</sub> = Locational marginal price at hour j within the billing period for customer k.
- KW<sub>j</sub> = Hourly load in KW at hour j within the billing period for customer k. This load value includes distribution losses only.
- KWE<sub>j</sub> = KW<sub>j</sub> excluding transmission and distribution losses.
- n = Number of hours in billing period for customer k



**RETURNING CUSTOMER GENERATION SERVICE RIDER (Continued)**

**Reconciliation Component**

During the period of time the Company is obligated to supply POLR Service to returning residential customers it is determined the total costs incurred to provide POLR Service to returning residential customers is not being recovered through the SSO + 5% based mechanism the Company has the right to invoke a surcharge to be passed on directly to returning customers and be based on but not limited to the following components:

1. Customer Revenue under SSO +5%
2. LMP at the Commercial Pricing Node
3. KWh customer usage incorporating loss factors

**Interruptible Rider**

**General Service - Large and High Use Manufacturing**

**Availability:**

Available to only Full Service general service customers (General Service - Large (Rate 23)) and General Service - High Use Manufacturing (Rate 28), except for the acquisition of replacement electricity under this tariff, where the customer can demonstrate that there is an interruptible load of at least 1,000 kW and that such load is capable of interruption within ten (10) minutes of notice. With the exception of any incremental load or new economic development load added after November 1, 1996, total realizable interruptible capacity for all customers served under an interruptible service tariff, rider or special contract in the Company's corporate control system is limited to 300,000 kW. A Full Service customer is one that receives all retail electric services from the Company

**Service:**

All service under this Rider will be served through one meter for each installation.

Unless specifically modified herein, all terms, conditions, rates and Riders contained in the tariff under which firm service is provided by the Company shall apply. The EFC Rider shall not apply to interruptible energy supplied during a requested economic interruption.

A firm load shall be contracted for between the customer and the Company. This firm load may be decreased or incremental firm load may be added by mutual agreement between the Company and the customer provided that advance written notice is given thirty (30) days prior to the effective billing month that the change is requested and the interruptible threshold has not been previously met. Transmission service provided under this Rider shall be considered firm.

The interruptible load shall be determined by subtracting the firm load from the lesser of the billing demand or the measured on-peak demand as specified in the otherwise applicable tariff. The customer will provide the Company with reasonable evidence that its interruptible electric load can be interrupted within ten (10) minutes.

The interruptible energy supplied during an economic interruption request calculated at the customer's meter must be increased to the generation level to account for system losses. Interruptible energy shall be calculated by subtracting the firm load from the metered energy every hour (negative results shall be

deemed zero) and each hourly result then multiplied by: 1.031 for 138 kV service, 1.045 for 69 kV service, 1.044 for 23 or 34.5 kV service, and 1.076 for primary voltage service.

**Interruptible Service Credit:**

The Customer shall be billed under the appropriate Company firm tariff, pay a Distribution Component administrative charge of \$75 per buy-through and receive a credit per kVA of interruptible load based upon the monthly on-peak load factor of the customer's load. This credit shall be adjusted monthly and is not subject to a voltage discount. The following shall be used to determine the applicable Generation Component credit per kVA for each month.

**On-Peak Load Factor:**

<b><u>From</u></b>	<b><u>To But Not Including</u></b>	<b><u>Credit per KVA</u></b>
0	50%	\$ 0.00
50%	55%	2.76
55%	60%	3.02
60%	65%	3.29
65%	70%	3.55
70%	75%	3.68
75%	80%	4.07
80%	85%	4.34
85%	90%	4.60
90%	95%	4.86
95%	100%	5.13

On-peak load factor is defined as the measured on-peak kWh usage divided by the resultant of the maximum on-peak load multiplied by the actual on-peak hours in the period (load factor = kWh/{kVA x hours}). The resultant on-peak load factor shall be rounded down to the nearest whole number when comparing it to the above. When the customer complies with an interruption request, the entire interruption day shall be excluded from the on-peak load factor calculation (both on-peak hours and kWh usage).

**Economic Interruption:**

The Company reserves the right to interrupt service to the customer's interruptible load whenever the incremental revenue to be received from the customer is less than the anticipated incremental expense to supply the interruptible energy for the particular hour(s) of the interruption request. The Company will endeavor to give customers as much notice as possible of an economic interruption request, but shall give customers no less than ninety (90) minutes notice. Economic interruption requests shall be tied to clock hours. When notifying customers of an economic interruption request, the Company will give customers an estimated end time for such interruption. If the customer reduces its load to at least the firm load for every metered half hour during a requested economic interruption, then it shall be deemed that the customer complied with the economic interruption request.

When an economic interruption is requested by the Company, the customer may choose to forego the interruption. If the customer chooses to forego an economic interruption, it may do so by directing the Company to supply replacement electricity or requesting the Company to buy replacement electricity from a third-party supplier on the customer's behalf. The Company shall take title to all such third-party replacement electricity. If a customer foregoes an economic interruption, energy used above the firm level during the period of economic interruption shall be subtracted from the appropriate tariff billing. Additionally, non-system transmission costs and all appropriate riders shall be added to the cost of any replacement electricity used during a requested economic interruption.

Upon receipt of the request for an economic interruption, a customer must respond back to the Company within thirty (30) minutes indicating whether it intends to interrupt and if so whether it wants the Company to supply replacement electricity for it or if it wants the Company to endeavor to buy from a specified third-party and if so which third-party supplier it desires to have the Company endeavor to obtain. Customers who have effective contracts with the Company that specify that the Company will provide replacement electricity during periods of economic interruptions need not so notice the Company and replacement electricity will be provided pursuant to the terms of such contract. If a customer informs the Company that it intends to buy-through economic interruption requests and who it intends to use as a third-party supplier at least two business days prior to any economic interruption request, the customer also need not so notice the Company. However, such third-party supplier must still submit a schedule for replacement power as specified herein.

The Company will use its best efforts to meet the customer's request for a third-party supplier, provided that such specifications do not involve the use of inappropriate operating practices or otherwise negatively affect

the Company's ability to meet the requirements of its firm electric service customers.<sup>1</sup> All costs incurred by the Company to obtain and deliver replacement electricity from a third-party supplier shall be borne by the customer receiving replacement electricity. Should the Company not be able to obtain such power from the customer's designated source or should the customer indicate forthcoming compliance with an economic interruption request and then not interrupt, then the cost of the interruptible power used by the customer shall be determined on an after the fact basis with the most expensive power used during such period being assigned to such customer.

Customers who have not previously made arrangements for replacement power and who notify the Company within the thirty (30) minute notice period that they desire the Company to supply replacement electricity during a specific economic interruption request shall pay the cost of energy obtained or generated by the Company on a best efforts basis at the lowest cost after all other prior obligations are met.

When an economic interruption is requested and the customer does not specify a replacement electricity source within thirty (30) minutes of notice, then the Company will endeavor to obtain or generate replacement electricity on behalf of the customer. The customer shall pay the cost of the interruptible electricity used by the customer with the cost being determined on an after the fact basis with the most expensive power used during such period being assigned to such customer.

**Emergency Interruption:**

When the Company determines that the operation of its system requires curtailment of a customer's interruptible service, the customer must interrupt its interruptible load on or before the time specified by the Company. The Company will endeavor to alert customers as soon as possible of such a forthcoming emergency interruption, but shall provide not less than ten (10) minutes notice. Replacement electricity provisions of this Rider shall not apply during an emergency interruption of the customer.

**Compliance With Emergency Interruption Requests:**

The customer must stay below its contractual firm load during every metered clock half hour of an emergency interruption request. A customer's load shall be determined using the greater of the customer's highest lagging kVA or highest kW during the requested emergency interruption. Failure to stay below firm load shall result in one of the following: If the customer reduces its load to within 110% of, but higher than its firm load, the customer shall forfeit a portion of the discount it received under this Rider or previously

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<sup>1</sup> Best efforts shall mean actions that are reasonable, prudent and consistent with good utility practice. Best efforts do not include fiduciary or extraordinary action.

interruptible agreement as compared to what it would have been billed under the Company's otherwise applicable tariff for the then current billing period and the prior eleven billing periods. The percentage of the forfeited discount that shall be billed to the customer shall equal the percentage over which the customer's load, during the requested emergency interruption, exceeded the firm load specified in a contract between the customer and the Company. If the customer fails to reduce its load to at least 110% of the firm load, then the customer shall be billed under the Company's otherwise applicable tariff for the current billing period and the prior eleven billing periods. In the latter case, the customer shall also be removed from this Rider, subject to the return to firm service provision contained herein, and shall not be permitted to receive interruptible service under a rider, tariff or special contract for a three (3) year period. In addition to the above, the customer shall be responsible for the cost of any replacement electricity used during the requested emergency interruption, plus any non-system transmission costs, and all appropriate riders.

**Replacement Electricity:**

Emergency power purchased by the Company pursuant to FERC approved tariffs or contracts shall not be available to customers taking interruptible service under this Rider except to the extent that the Company is required to serve as a default supplier during a requested economic interruption.

The designated replacement electricity shall have the same priority as comparable wholesale transactions.

The Company is not required to provide alternative replacement electricity during the economic interruption period. If for any reason during an interruption when the customer is being served through replacement electricity purchases and the customer is notified either directly or through its third-party supplier that replacement electricity from its designated electricity source is no longer available, then at the Company's option, the customer shall either interrupt its interruptible load within ten (10) minutes of notification or shall pay the actual cost to the Company of supplying the replacement electricity that the customer uses after notification and during the economic interruption request, with such cost being determined after the fact on an incremental basis using the most expensive power utilized during that period.

If the replacement electricity source fails to deliver scheduled replacement electricity, the Company reserves the right to either interrupt service to the customer or bill the customer for the actual cost to the Company to supply the replacement electricity which cost shall be determined after the fact on an incremental basis using the most expensive power utilized during that period. Further, the customer shall indemnify and hold the Company harmless for any damages to persons or property occurring at the customer's premises resulting from the interruption of the customer by the Company when the replacement electricity source fails to deliver replacement electricity as scheduled.

The procurement of replacement electricity shall be subject to all scheduling practices normally required by the Company as consistent with standard utility practices.

All additional costs required to verify the scheduled delivery of replacement electricity from the replacement electricity source shall be borne by the customer or third-party supplier that initiates the incurrence of such additional costs.

If the customer uses more interruptible energy (adjusted for losses) than was scheduled between the Company and the third-party supplier for that customer during the economic interruption, the additional energy used by the customer shall be billed at the actual cost to the Company to supply that power which shall be determined after the fact on an incremental basis using the most expensive power utilized during that period.

The customer shall be responsible for all out-of-pocket and economic costs associated with capacity/energy imbalances resulting from difference between scheduled and actual replacement energy delivered by the replacement electricity source. The Company will compensate the customer or electricity supplier, as appropriate, for replacement power delivered but not used by the customer, adjusted for losses, the lesser of: 1) the Company's marginal costs of generation, 2) the cost of other purchased power at the time the power was delivered or 3) the cost of the replacement power, except when the unused power caused additional costs to the Company by creating system operating instability, including a deviation from economic dispatch. Such additional costs will be the customer's responsibility. The Company will notify the customer as soon as reasonably practical of such system instability.

The Company reserves the right to interrupt the sale of replacement electricity to the customer if, in the sole judgment of the Company, such electricity is required to maintain service to the Company's firm electric service customers and no other sources are available to the Company, for system integrity purposes or for emergency power sales to other utilities. In the event that all or any portion of a supply of designated replacement electricity is captured or used by the Company to support service to other customers as a result of the direct action by the Company and a customer must curtail all or a portion of its interruptible load, the customer not receiving the designated replacement electricity shall be entitled to reasonable reimbursement from the Company for actual incurred costs related solely to the cost of such captured replacement electricity. Any such interruption will be remedied as quickly as reasonably possible and preceded by the use of reasonable alternatives consistent with good utility practice to avoid the interruption.

**Alternate Third-Party Suppliers:**

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

A customer may identify up to five (5) potential third-party alternative electricity suppliers from which the Company will purchase power. Prior to acting as a third-party supplier, a candidate must have a FERC approved system power transaction agreement with the Company.

Service under this Rider and the ability of a third-party supplier to provide electricity is also subject to the prior completion of all necessary contracting, including appropriate interchange agreements and/or tariffs, and approval of such agreements and/or tariffs by any regulatory authority that assumes jurisdiction over such service. Prior to being able to serve as a replacement electricity source, a potential replacement electricity source shall insure compliance with all standards set by the Company with respect to credit worthiness, technical and operational feasibility of using the replacement electricity source, compliance with interconnection standards, system integrity and safety provisions, among others. All additional costs incurred by the Company to qualify the replacement electricity source shall be borne by that source. A third-party supplier must also agree to provide billing information in the format requested by the Company so as to enable the Company to appropriately bill customers.

Third-party suppliers meeting the above-stated criteria and chosen by a customer as its designated source for a specific economic interruption period must submit to the Company at least thirty (30) minutes prior to the start of the economic interruptible period, a schedule of interruptible power to be delivered during the requested economic interruption listing (MW) by hour by customer in whole megawatts. The Company shall verify the energy received from the third-party supplier as compared to the schedule submitted by such third-party supplier. The Company shall bill the customer for the cost of such verified replacement electricity based on the billing it receives from the designated source. In all cases, the customer shall be responsible for any amount billed to the Company by the customer's third-party source for supplying the verified electricity on behalf of such customer. Failure to pay such amount shall be considered a failure to pay for electric service. Any dispute between what a customer requested and what a third-party supplier scheduled shall be handled between the customer and the third-party supplier.

If a designated third-party supplier fails to submit a schedule at least thirty (30) minutes prior to the start of the interruptible period, the Company will endeavor to supply the replacement electricity for the customer and the customer shall pay all costs of supplying such power. The cost of such replacement electricity shall be determined on an after the fact basis with the most expensive power used during such period being assigned to such customer.

**Customer Schedule:**



When requested to do so by the Company, the customer shall submit its schedule of the estimated on-peak demand for the succeeding week to the Company.

**Minimum Provisions To Return to Firm Electric Service:**

A customer taking service under this Rider shall be required to provide the Company with three (3) years prior written notice before returning to firm service, consistent with system planning criteria. Concurrent with providing the Company with notice of its intent to return to firm electric service, the customer shall also enter into a firm electric service contract with the Company that will become effective at the end of the notice period agreed to by the customer and the Company for the customer to return to firm electric service.

The customer must meet the minimum commitments, in terms of length of contract, discontinuance of service and any other provision applicable to a new firm electric service customer served under the same schedule.

Upon mutual agreement, the customer may return to firm electric service from interruptible electric service with less than the agreed-upon notice, subject to the condition that the customer will be billed for such firm electric service at a rate equal to the applicable firm electric service rate plus any reasonable additional costs beyond the firm electric service rate incurred by the Company in providing such firm electric service to the returning customer, until the previously contracted notice requirement is fulfilled. Such rates shall be subject to review through a filing made by the Company with the Public Utilities Commission of Ohio.

If the Company has insufficient capacity to service the customer on a firm electric service basis prior to the expiration of the notice period and no alternative electricity source is available, the customer shall be required to maintain interruptible electric service status until the notice requirement is fulfilled or an alternative electricity supply can be obtained by the Company.

**Metering and Communication:**

Prior to receiving service under this Rider, the customer, at its cost, shall cause the following equipment to be installed: (1) dedicated telephone circuit for exclusive use by the Company, and (2) any Company required communication equipment.

Operation, maintenance and functionality of such communication equipment at the customer's site shall be the sole responsibility of the customer. The Company shall be responsible for sending an interruption notice. Receipt of such notice shall be the sole responsibility of the customer.

All costs of any necessary metering, communication and other equipment necessary for the implementation of this Rider shall be borne by the customer. Such costs shall include the costs of any equipment required to verify the scheduled delivery of replacement electricity from the designated replacement electricity source to the Company.

**Contract:**

Interruptible electric service hereunder will be furnished in accordance with a written contract with a term of three (3) years, which will continue in effect thereafter unless either party shall give to the other not less than three (3) years notice in writing. The Company will waive this requirement for temporary incremental load where system operating conditions and reliability will not be harmed. The indemnity provision provided for herein shall survive the termination of the contract. Any return to firm electric service shall be governed by the other terms and conditions provided for in this Rider.

**Interruptible Rider - Metal Melting Load**

**General Service**

**Availability:**

Available to Full Service general service customers (General Service - Large (Rate 23)) and General Service - High Use Manufacturing (Rate 28), except for the acquisition of replacement electricity under this tariff, where the customer can demonstrate that there is an interruptible load of at least 1,000 kW and that such load is capable of interruption within ten (10) minutes of notice. With the exception of any incremental load or new economic development load added after November 1, 1996, total realizable interruptible capacity for all customers served under an interruptible service tariff, rider or special contract in the Company's corporate control system is limited to 300,000 kW. A Full Service customer is one that receives all retail electric services from the Company.

**Service:**

The customer shall at its expense, install metering equipment provided by the Company that will permit separate identification of the controllable metal melting load ("MML"). No more than one additional meter shall be provided to a customer at no cost. The Company and the customer shall agree to a contractual firm load in kVA. Firm load is to be set as low as possible, but high enough to not endanger the customer's equipment. The customer shall ensure that the latter criteria is met. Transmission service provided under this Rider shall be considered firm.

Unless specifically modified herein, all terms, conditions, rates and riders contained in the tariff under which firm service is provided by the Company shall apply.

The customer will provide the Company with reasonable evidence that its interruptible electric load can be interrupted within ten (10) minutes.

The interruptible energy supplied during an economic interruption request calculated at the customer's meter must be increased to the generation level to account for system losses. Interruptible energy shall be calculated by subtracting the firm load from the metered energy every hour (negative results shall be deemed zero) and each hourly result then multiplied by: 1.031 for 138 kV service, 1.045 for 69 kV service, 1.044 for 23 or 34.5 kV service, and 1.076 for primary voltage service.

**Controllable Metal Melting Load Service:**

Load other than the MML shall be deemed tariff billing load (“TBL”) and shall be billed under the otherwise applicable tariff with the exception that a customer’s minimum contract demand shall be 80% of the average of the actual billing kVAs for TBL electric service during the first six months of service under this Rider. TBL shall be firm load.

Billing for MML shall be based on kWh (energy) usage during the Company tariffed on-peak and off-peak periods and shall include Distribution Charges, Rate Stabilization Charges, Regulatory Transition Charges and Generation Charges, as shown below, less the appropriate company tariff voltage discount, minus all applicable riders. Customers who receive Generation Services from a Certified Supplier may not be served under this schedule; therefore no Shopping Credit applies to this schedule.

**Distribution Charge:**

Administrative Charge		\$ 75.00 per buy-through
Energy Charges		
All on peak kWh,	per kWh	0.279¢
All off peak kWh,	per kWh	0.279¢

**Transmission and Ancillary Services Charges:**

The Transmission and Ancillary Services Charges will be applied pursuant to the Industrial Transmission and Ancillary Service Rider, Tariff Sheet No. 98.

**Rate Stabilization Charges:**

Energy Charges		
All on peak kWh,	per kWh	0.478¢
All off peak kWh,	per kWh	0.478¢

**Regulatory Transition Charges:**

Energy Charges		
All on peak kWh,	per kWh	0.371¢
All off peak kWh,	per kWh	0.371¢

**Generation Charges:**

Energy Charges

All on peak kWh,	per kWh	5.090¢
All off peak kWh,	per kWh	3.980¢

If the customer's power factor at the time of its on-peak maximum load for the billing period is less than 96% lagging, the incremental charges used for billing that period shall be multiplied by the ratio of 96% to the customer's actual power factor. No adjustment shall be made in the energy charges for billing months in which the power factor at the time of that month's maximum on-peak load is higher than 96% lagging.

**Applicable Riders:**

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown:

Industrial Transmission and Ancillary Service	Sheet No. 98
Regulatory Transition Charge Offset Rider	Sheet No. 99
Fuel Recovery Mechanism	Sheet No. 100
Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
Net Energy Metering Rider	Sheet No. 94
State kWh Tax Self-Assessor Credit Rider	Sheet No. 95
Fuel Cost Recovery Rider	Sheet No. 107

**Economic Interruption:**

The Company reserves the right to interrupt service to the customer's interruptible load whenever the incremental revenue to be received from the customer is less than the anticipated incremental expense to supply the interruptible energy for the particular hour(s) of the interruption request. The Company will endeavor to give customers as much notice as possible of an economic interruption request, but shall give customers no less than ninety (90) minutes notice. Economic interruption requests shall be tied to clock

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hours. When notifying customers of an economic interruption request, the Company will give customers an estimated end time for such interruption. If the customer reduces its load to at least the firm load for every metered half hour during a requested economic interruption, then it shall be deemed that the customer complied with the economic interruption request.

When an economic interruption is requested by the Company, the customer may choose to forego the interruption. If the customer chooses to forego an economic interruption, it may do so by directing the Company to supply replacement electricity or requesting the Company to buy replacement electricity from a third-party supplier on the customer's behalf. The Company shall take title to all such third-party replacement electricity. If a customer foregoes an economic interruption, energy used above the firm level during the period of economic interruption shall be subtracted from the appropriate tariff billing. Non-system transmission costs and all appropriate riders shall be added to the cost of any replacement electricity used during a requested economic interruption. Additionally, any replacement electricity shall be subject to the following Generation Component fee for services provided by the Company: 138 kV - 0.49¢/kWh and 0.74¢/kWh for all other voltages.

Upon receipt of the request for an economic interruption, a customer must respond back to the Company within thirty (30) minutes indicating whether it intends to interrupt and if so whether it wants the Company to supply replacement electricity for it or if it wants the Company to endeavor to buy from a specified third-party and if so which third-party supplier it desires to have the Company endeavor to obtain. Customers who have effective contracts with the Company that specify that the Company will provide replacement electricity during periods of economic interruptions need not so notice the Company and replacement electricity will be provided pursuant to the terms of such contract. If a customer informs the Company that it intends to buy-through economic interruption requests and who it intends to use as a third-party supplier at least two business days prior to any economic interruption request, the customer also need not so notice the Company. However, such third-party supplier must still submit a schedule for replacement power as specified herein.

The Company will use its best efforts to meet the customer's request for a third-party supplier, provided that such specifications do not involve the use of inappropriate operating practices or otherwise negatively affect the Company's ability to meet the requirements of its firm electric service customers.<sup>1</sup> All costs incurred by the Company to obtain and deliver replacement electricity from a third-party supplier shall be borne by the customer receiving replacement electricity. Should the Company not be able to obtain such power from

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<sup>1</sup> Best efforts shall mean actions that are reasonable, prudent and consistent with good utility practice. Best efforts do not include fiduciary or extraordinary action.

the customer's designated source or should the customer indicate forthcoming compliance with an economic interruption request and then not interrupt, then the cost of the interruptible power used by the customer shall be determined on an after the fact basis with the most expensive power used during such period being assigned to such customer.

Customers who have not previously made arrangements for replacement power and who notify the Company within the thirty (30) minute notice period that they desire the Company to supply replacement electricity during a specific economic interruption request shall pay the cost of energy obtained or generated by the Company on a best efforts basis at the lowest cost after all other prior obligations are met.

When an economic interruption is requested and the customer does not specify a replacement electricity source within thirty (30) minutes of notice, then the Company will endeavor to obtain or generate replacement electricity on behalf of the customer. The customer shall pay the cost of the interruptible electricity used by the customer with the cost being determined on an after the fact basis with the most expensive power used during such period being assigned to such customer.

**Emergency Interruption:**

When the Company determines that the operation of its system requires curtailment of a customer's interruptible service, the customer must interrupt its interruptible load on or before the time specified by the Company. The Company will endeavor to alert customers as soon as possible of such a forthcoming emergency interruption, but shall provide not less than ten (10) minutes notice. Replacement electricity provisions of this Rider shall not apply during an emergency interruption of the customer.

**Compliance With Emergency Interruption Requests:**

The customer must stay below its contractual firm load during every metered clock half hour of an emergency interruption request. A customer's load shall be determined using the greater of the customer's highest lagging kVA or highest kW during the requested emergency interruption. Failure to stay below firm load shall result in one of the following: If the customer reduces its load to within 110% of, but higher than its firm load, the customer shall forfeit a portion of the discount it received under this Rider or previously interruptible agreement as compared to what it would have been billed under the Company's otherwise applicable tariff for the then current billing period and the prior eleven billing periods. The percentage of the forfeited discount that shall be billed to the customer shall equal the percentage over which the customer's load, during the requested emergency interruption, exceeded the firm load specified in a contract between the customer and the Company. If the customer fails to reduce its load to at least 110% of the firm load, then the customer shall be billed under the Company's otherwise applicable tariff for the current billing period and the prior eleven billing periods. In the latter case, the customer shall also be removed

from this Rider, subject to the return to firm service provisions contained herein, and shall not be permitted to receive interruptible service under a rider, tariff or special contract for a three (3) year period. In addition to the above, the customer shall be responsible for the cost of any replacement electricity used during the requested emergency interruption, plus any non-system transmission costs, all appropriate riders, and the following fee for services provided by the Company: 138 kV - 0.49¢/kWh and 0.74¢/kWh for all other voltages.

**Replacement Electricity:**

Emergency power purchased by the Company pursuant to FERC approved tariffs or contracts shall not be available to customers taking interruptible service under this Rider except to the extent that the Company is required to serve as a default supplier during a requested economic interruption.

The designated replacement electricity shall have the same priority as comparable wholesale transactions.

The Company is not required to provide alternative replacement electricity during the economic interruption period. If for any reason during an interruption when the customer is being served through replacement electricity purchases and the customer is notified either directly or through its third-party supplier that replacement electricity from its designated electricity source is no longer available, then at the Company's option, the customer shall either interrupt its interruptible load within ten (10) minutes of notification or shall pay the actual cost to the Company of supplying the replacement electricity that the customer uses after notification and during the economic interruption request, with such cost being determined after the fact on an incremental basis using the most expensive power utilized during that period.

If the replacement electricity source fails to deliver scheduled replacement electricity, the Company reserves the right to either interrupt service to the customer or bill the customer for the actual cost to the Company to supply the replacement electricity which cost shall be determined after the fact on an incremental basis using the most expensive power utilized during that period. Further, the customer shall indemnify and hold the Company harmless for any damages to persons or property occurring at the customer's premises resulting from the interruption of the customer by the Company when the replacement electricity source fails to deliver replacement electricity as scheduled.

The procurement of replacement electricity shall be subject to all scheduling practices normally required by the Company as consistent with standard utility practices.



All additional costs required to verify the scheduled delivery of replacement electricity from the replacement electricity source shall be borne by the customer or third-party supplier that initiates the incurrence of such additional costs.

If the customer uses more interruptible energy (adjusted for losses) than was scheduled between the Company and the third-party supplier for that customer during the economic interruption, the additional energy used by the customer shall be billed at the actual cost to the Company to supply that power which shall be determined after the fact on an incremental basis using the most expensive power utilized during that period.

The customer shall be responsible for all out-of-pocket and economic costs associated with capacity/energy imbalances resulting from difference between scheduled and actual replacement energy delivered by the replacement electricity source. The Company will compensate the customer or electricity supplier, as appropriate, for replacement power delivered but not used by the customer, adjusted for losses, the lesser of: 1) the Company's marginal costs of generation, 2) the cost of other purchased power at the time the power was delivered or 3) the cost of the replacement power, except when the unused power caused additional costs to the Company by creating system operating instability, including a deviation from economic dispatch. Such additional costs will be the customer's responsibility. The Company will notify the customer as soon as reasonably practical of such system instability.

The Company reserves the right to interrupt the sale of replacement electricity to the customer if, in the sole judgement of the Company, such electricity is required to maintain service to the Company's firm electric service customers and no other sources are available to the Company, for system integrity purposes or for emergency power sales to other utilities. In the event that all or any portion of a supply of designated replacement electricity is captured or used by the Company to support service to other customers as a result of the direct action by the Company and a customer must curtail all or a portion of its interruptible load, the customer not receiving the designated replacement electricity shall be entitled to reasonable reimbursement from the Company for actual incurred costs related solely to the cost of such captured replacement electricity. Any such interruption will be remedied as quickly as reasonably possible and preceded by the use of reasonable alternatives consistent with good utility practice to avoid the interruption.

**Alternate Third-Party Suppliers:**

A customer may identify up to five (5) potential third-party alternative electricity suppliers from which the Company will purchase power. Prior to acting as a third-party supplier, a candidate must have a FERC approved system power transaction agreement with the Company.

Service under this Rider and the ability of a third-party supplier to provide electricity is also subject to the prior completion of all necessary contracting, including appropriate interchange agreements and/or tariffs, and approval of such agreements and/or tariffs by any regulatory authority that assumes jurisdiction over such service. Prior to being able to serve as a replacement electricity source, a potential replacement electricity source shall insure compliance with all standards set by the Company with respect to credit worthiness, technical and operational feasibility of using the replacement electricity source, compliance with interconnection standards, system integrity and safety provisions, among others. All additional costs incurred by the Company to qualify the replacement electricity source shall be borne by that source. A third-party supplier must also agree to provide billing information in the format requested by the Company so as to enable the Company to appropriately bill customers.

Third-party suppliers meeting the above-stated criteria and chosen by a customer as its designated source for a specific economic interruption period must submit to the Company at least thirty (30) minutes prior to the start of the economic interruptible period, a schedule of interruptible power to be delivered during the requested economic interruption listing (MW) by hour by customer in whole megawatts. The Company shall verify the energy received from the third-party supplier as compared to the schedule submitted by such third-party supplier. The Company shall bill the customer for the cost of such verified replacement electricity based on the billing it receives from the designated source. In all cases, the customer shall be responsible for any amount billed to the Company by the customer's third-party source for supplying the verified electricity on behalf of such customer. Failure to pay such amount shall be considered a failure to pay for electric service. Any dispute between what a customer requested and what a third-party supplier scheduled shall be handled between the customer and the third-party supplier.

If a designated third-party supplier fails to submit a schedule at least thirty (30) minutes prior to the start of the interruptible period, the Company will endeavor to supply the replacement electricity for the customer and the customer shall pay all costs of supplying such power. The cost of such replacement electricity shall be determined on an after the fact basis with the most expensive power used during such period being assigned to such customer.

**Customer Schedule:**

When requested to do so by the Company, the customer shall submit its schedule of the estimated on-peak demand for the succeeding week to the Company.

**Minimum Provisions To Return to Firm Electric Service:**

A customer taking service under this Rider shall be required to provide the Company with three (3) years prior written notice before returning to firm service, consistent with system planning criteria. Concurrent with providing the Company with notice of its intent to return to firm electric service, the customer shall also enter into a firm electric service contract with the Company that will become effective at the end of the notice period agreed to by the customer and the Company for the customer to return to firm electric service.

The customer must meet the minimum commitments, in terms of length of contract, discontinuance of service and any other provision applicable to a new firm electric service customer served under the same schedule.

Upon mutual agreement, the customer may return to firm electric service from interruptible electric service with less than the agreed-upon notice, subject to the condition that the customer will be billed for such firm electric service at a rate equal to the applicable firm electric service rate plus any reasonable additional costs beyond the firm electric service rate incurred by the Company in providing such firm electric service to the returning customer, until the previously contracted notice requirement is fulfilled. Such rates shall be subject to review through a filing made by the Company with the Public Utilities Commission of Ohio.

If the Company has insufficient capacity to service the customer on a firm electric service basis prior to the expiration of the notice period and no alternative electricity source is available, the customer shall be required to maintain interruptible electric service status until the notice requirement is fulfilled or an alternative electricity supply can be obtained by the Company.

**Metering and Communication:**

Prior to receiving service under this Rider, the customer, at its cost, shall cause the following equipment to be installed: (1) dedicated telephone circuit for exclusive use by the Company, and (2) any Company required communication equipment.

Operation, maintenance and functionability of such communication equipment at the customer's site shall be the sole responsibility of the customer. The Company shall be responsible for sending an interruption notice. Receipt of such notice shall be the sole responsibility of the customer.

All costs of any necessary metering, communication and other equipment necessary for the implementation of this Rider shall be borne by the customer. Such costs shall include the costs of any

equipment required to verify the scheduled delivery of replacement electricity from the designated replacement electricity source to the Company.

**Contract:**

Interruptible electric service hereunder will be furnished in accordance with a written contract with a term of three (3) years, which will continue in effect thereafter unless either party shall give to the other not less than three (3) years notice in writing. The Company will waive this requirement for temporary incremental load where system operating conditions and reliability will not be harmed. The indemnity provision provided for herein shall survive the termination of the contract. Any return to firm electric service shall be governed by the other terms and conditions provided for in this Rider.

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## **Interruptible Rider - Incremental Interruptible Service**

### **General Service**

#### **Availability:**

Available to Full Service general service customers (General Service - Large (Rate 23)) and General Service - High Use Manufacturing (Rate 28) except for the acquisition of replacement electricity under this tariff, where the customer can demonstrate that there is an interruptible load of at least 1,000 kW and that such load is capable of interruption within ten (10) minutes of notice. With the exception of any incremental load or new economic development load added after November 1, 1996, total realizable interruptible capacity for all customers served under an interruptible service tariff, rider or special contract in the Company's corporate control system is limited to 300,000 kW. A Full Service customer is one that receives all retail electric services from the Company

#### **Service:**

This service is only available to either a customer who is adding substantial new electrical load that is associated with a major capital investment and that is interruptible or to a customer who has added such load in the past and was being served under an incremental interruptible special contract. Metering of such incremental load is not required, but may be used if mutually agreed upon by both the customer and the Company. A base load and a base on-peak and off-peak kWh shall be contracted for between the customer and the Company using the most recent twelve (12) month history of the facility operating under normal operating conditions. If a customer had previously been served pursuant to a special incremental interruptible contract, then the base load and the base on and off-peak provisions contained in such contract shall be utilized for this Rider. Should a customer experience a substantial and continuing reduction in its operations, the Company and the customer will endeavor to agree to a new base load and base on-peak and off-peak kWh to reflect such change.

Unless specifically modified herein, all terms, conditions, rates and riders contained in the tariff under which firm service is provided by the Company shall apply.

The customer's base load shall be firm load unless such base load, or a portion thereof, is considered interruptible under another rider or contract. Transmission service provided under this Rider shall be considered firm. A customer's load must be below firm load every metered thirty (30) minute period of the interruption request in order for a customer to be considered in compliance with an interruption request. The customer will provide the Company with reasonable evidence that its interruptible electric load can be interrupted within ten (10) minutes.

The interruptible energy supplied during an economic interruption request calculated at the customer's meter shall be increased to the generation level to account for system losses. Interruptible energy shall be calculated by subtracting the firm load from the metered energy every hour (negative results shall be deemed zero) and each hourly result then multiplied by: 1.031 for 138 kV service, 1.045 for 69 kV service, 1.044 for 23 or 34.5 kV service, and 1.076 for primary voltage service.

**Interruptible Incremental Service:**

Base load and kWh shall be billed under the appropriate Company tariff. The minimum contract demand for tariff billing shall be 80% of the base load. If the maximum measured on-peak load is less than or equal to the base load, then all kWh shall be billed under the tariff. If actual on-peak or off-peak kWh used is less than the respective base kWh, then the respective measured kWh shall be used for tariff billing with on-peak and off-peak kWh being added together for billing under the tariff.

If the maximum measured on-peak load is greater than the base load, then the kWh to be billed under incremental pricing shall be calculated as follows: subtract the on-peak base kWh and any on-peak replacement kWh from the measured on-peak kWh (cannot be less than zero), and subtract the off-peak base kWh and any off-peak replacement kWh from the measured off-peak kWh (cannot be less than zero). The incremental prices in cents per kWh to be used for billing shall include Distribution Charges, Rate Stabilization Charges, Regulatory Transition Charges and Generation Charges, as shown below. Customers who receive Generation Services from a Certified Supplier may not be served under this schedule; therefore no Shopping Credit applies to this schedule.

**Distribution Charges:**

<u>Administrative Charge</u>		\$ 75.00 per buy-through
<u>Energy Charges</u>		
138 kV on peak kWh,	per kWh	0.266¢
138 kV off peak kWh,	per kWh	0.266¢
69 kV on peak kWh,	per kWh	0.274¢
69 kV off peak kWh,	per kWh	0.274¢
23 and 34.5 kV on peak kWh,	per kWh	0.279¢
23 and 34.5 kV off peak kWh,	per kWh	0.279¢
Primary voltage on peak kWh,	per kWh	0.288¢
Primary voltage off peak kWh,	per kWh	0.288¢

**Transmission and Ancillary Services Charges:**

The Transmission and Ancillary Services Charges will be applied pursuant to the Industrial Transmission and Ancillary Service Rider, Tariff Sheet No. 98.

**Rate Stabilization Charges:**Energy Charges

138 kV on peak kWh,	per kWh	0.478¢
138 kV off peak kWh,	per kWh	0.478¢
69 kV on peak kWh,	per kWh	0.478¢
69 kV off peak kWh,	per kWh	0.478¢
23 and 34.5 kV on peak kWh,	per kWh	0.478¢
23 and 34.5 kV off peak kWh,	per kWh	0.478¢
Primary voltage on peak kWh,	per kWh	0.478¢
Primary voltage off peak kWh,	per kWh	0.478¢

**Regulatory Transition Charges:**Energy Charges

138 kV on peak kWh,	per kWh	0.371¢
138 kV off peak kWh,	per kWh	0.371¢
69 kV on peak kWh,	per kWh	0.371¢
69 kV off peak kWh,	per kWh	0.371¢
23 and 34.5 kV on peak kWh,	per kWh	0.371¢
23 and 34.5 kV off peak kWh,	per kWh	0.371¢
Primary voltage on peak kWh,	per kWh	0.371¢
Primary voltage off peak kWh,	per kWh	0.371¢

**Generation Charges:**Energy Charges

138 kV on peak kWh,	per kWh	3.490¢
138 kV off peak kWh,	per kWh	1.280¢
69 kV on peak kWh,	per kWh	3.686¢
69 kV off peak kWh,	per kWh	1.326¢
23 and 34.5 kV on peak kWh,	per kWh	3.864¢
23 and 34.5 kV off peak kWh,	per kWh	1.384¢
Primary voltage on peak kWh,	per kWh	3.927¢
Primary voltage off peak kWh,	per kWh	1.397¢

If the customer's power factor at the time of its on-peak maximum load for the billing period is less than 96% lagging, the incremental charges used for billing that period shall be multiplied by the ratio of 96% to the customer's actual power factor. No adjustment shall be made in the energy charges for billing months in which the power factor at the time of that month's maximum on-peak load is higher than 96% lagging.

**Applicable Riders:**

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown:

Industrial Transmission and Ancillary Service	Sheet No. 98
Regulatory Transition Charge Offset Rider	Sheet No. 99
Fuel Recovery Mechanism	Sheet No. 100
Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
Net Energy Metering Rider	Sheet No. 94
State kWh Tax Self-Assessor Credit Rider	Sheet No. 95
Fuel Cost Recovery Rider	Sheet No. 107

When the measured kWh is less than the sum of the base on-peak and off-peak kWh and the maximum measured on-peak load is greater than the base load, shortfall kWh shall be determined. Shortfall kWh shall be equal to the base on-peak kWh plus base off-peak kWh less the measured kWh. These shortfall kWh shall be billed at the appropriate voltage level on-peak charge above.

A customer may be temporarily removed from this Rider if it shifts a substantial amount of base off-peak kWh to on-peak and will not be placed back on this Rider until the situation is resolved.

**Economic Interruption:**

The Company reserves the right to interrupt service to the customer's interruptible load whenever the incremental revenue to be received from the customer is less than the anticipated incremental expense to supply the interruptible energy for the particular hour(s) of the interruption request. The Company will endeavor to give customers as much notice as possible of an economic interruption request, but shall give customers no less than ninety (90) minutes notice. Economic interruption requests shall be tied to clock hours. When notifying customers of an economic interruption request, the Company will give customers an estimated end time for such interruption. If the customer reduces its load to at least the firm load for every metered half hour during a requested economic interruption, then it shall be deemed that the customer complied with the economic interruption request.



When an economic interruption is requested by the Company, the customer may choose to forego the interruption. If the customer chooses to forego an economic interruption, it may do so by directing the Company to supply replacement electricity or requesting the Company to buy replacement electricity from a third-party supplier on the customer's behalf. The Company shall take title to all such third-party replacement electricity. If a customer foregoes an economic interruption, energy used above the firm level during the period of economic interruption shall be subtracted from the appropriate tariff billing. Non-system transmission costs and all appropriate riders shall be added to the cost of any replacement electricity used during a requested economic interruption. Additionally, any replacement electricity shall be subject to the following fee for services provided by the Company: 138 kV - 0.49¢/kWh and 0.74¢/kWh for all other voltages.

Upon receipt of the request for an economic interruption, a customer must respond back to the Company within thirty (30) minutes indicating whether it intends to interrupt and if so whether it wants the Company to supply replacement electricity for it or if it wants the Company to endeavor to buy from a specified third-party and if so which third-party supplier it desires to have the Company endeavor to obtain. Customers who have effective contracts with the Company that specify that the Company will provide replacement electricity during periods of economic interruptions need not so notice the Company and replacement electricity will be provided pursuant to the terms of such contract. If a customer informs the Company that it intends to buy-through economic interruption requests and who it intends to use as a third-party supplier at least two business days prior to any economic interruption request, the customer also need not so notice the Company. However, such third-party supplier must still submit a schedule for replacement power as specified herein.

The Company will use its best efforts to meet the customer's request for a third-party supplier, provided that such specifications do not involve the use of inappropriate operating practices or otherwise negatively affect the Company's ability to meet the requirements of its firm electric service customers.<sup>1</sup> All costs incurred by the Company to obtain and deliver replacement electricity from a third-party supplier shall be borne by the customer receiving replacement electricity. Should the Company not be able to obtain such power from the customer's designated source or should the customer indicate forthcoming compliance with an economic interruption request and then not interrupt, then the cost of the interruptible power used by the customer shall be determined on an after the fact basis with the most expensive power used during such period being assigned to such customer.

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<sup>1</sup> Best efforts shall mean actions that are reasonable, prudent and consistent with good utility practice. Best efforts do not include fiduciary or extraordinary action.

Customers who have not previously made arrangements for replacement power and who notify the Company within the thirty (30) minute notice period that they desire the Company to supply replacement electricity during a specific economic interruption request shall pay the cost of energy obtained or generated by the Company on a best efforts basis at the lowest cost after all other prior obligations are met.

When an economic interruption is requested and the customer does not specify a replacement electricity source within thirty (30) minutes of notice, then the Company will endeavor to obtain or generate replacement electricity on behalf of the customer. The customer shall pay the cost of the interruptible electricity used by the customer with the cost being determined on an after the fact basis with the most expensive power used during such period being assigned to such customer.

**Emergency Interruption:**

When the Company determines that the operation of its system requires curtailment of a customer's interruptible service, the customer must interrupt its interruptible load on or before the time specified by the Company. The Company will endeavor to alert customers as soon as possible of such a forthcoming emergency interruption, but shall provide not less than ten (10) minutes notice. Replacement electricity provisions of this Rider shall not apply during an emergency interruption of the customer.

**Compliance With Emergency Interruption Requests:**

The customer must stay below its contractual firm load during every metered clock half hour of an emergency interruption request. A customer's load shall be determined using the greater of the customer's highest lagging kVA or highest kW during the requested emergency interruption. Failure to stay below firm load shall result in one of the following: If the customer reduces its load to within 110% of, but higher than its firm load, the customer shall forfeit a portion of the discount it received under this Rider or previously interruptible agreement as compared to what it would have been billed under the Company's otherwise applicable tariff for the then current billing period and the prior eleven billing periods. The percentage of the forfeited discount that shall be billed to the customer shall equal the percentage over which the customer's load, during the requested emergency interruption, exceeded the firm load specified in a contract between the customer and the Company. If the customer fails to reduce its load to at least 110% of the firm load, then the customer shall be billed under the Company's otherwise applicable tariff for the current billing period and the prior eleven billing periods. In the latter case, the customer shall also be removed from this Rider, subject to the return to firm service provision contained herein, and shall not be permitted to receive interruptible service under a rider, tariff or special contract for a three (3) year period. In addition to the above, the customer shall be responsible for the cost of any replacement electricity used during the requested emergency interruption, plus any non-system transmission costs, all appropriate riders, and the following fee for services provided by the Company: 138 kV - 0.49¢/kWh and 0.74¢/kWh for all other voltages.

**Replacement Electricity:**

Emergency power purchased by the Company pursuant to FERC approved tariffs or contracts shall not be available to customers taking interruptible service under this Rider except to the extent that the Company is required to serve as a default supplier during a requested economic interruption.

The designated replacement electricity shall have the same priority as comparable wholesale transactions.

The Company is not required to provide alternative replacement electricity during the economic interruption period. If for any reason during an interruption when the customer is being served through replacement electricity purchases and the customer is notified either directly or through its third-party supplier that replacement electricity from its designated electricity source is no longer available, then at the Company's option, the customer shall either interrupt its interruptible load within ten (10) minutes of notification or shall pay the actual cost to the Company for supplying the replacement electricity that the customer uses after notification and during the economic interruption request, with such cost being determined after the fact on an incremental basis using the most expensive power utilized during that period.

If the replacement electricity source fails to deliver scheduled replacement electricity, the Company reserves the right to either interrupt service to the customer or bill the customer for the actual cost to the Company to supply the replacement electricity which cost shall be determined after the fact on an incremental basis using the most expensive power utilized during that period. Further, the customer shall indemnify and hold the Company harmless for any damages to persons or property occurring at the customer's premises resulting from the interruption of the customer by the Company when the replacement electricity source fails to deliver replacement electricity as scheduled.

The procurement of replacement electricity shall be subject to all scheduling practices normally required by the Company as consistent with standard utility practices.

All additional costs required to verify the scheduled delivery of replacement electricity from the replacement electricity source shall be borne by the customer or third-party supplier that initiates the incurrence of such additional costs.

If the customer uses more interruptible energy (adjusted for losses) than was scheduled between the Company and the third-party supplier for that customer during the economic interruption, the additional energy used by the customer shall be billed at the actual cost to the Company to supply that power which shall be determined after the fact on an incremental basis using the most expensive power utilized during that period.

The customer shall be responsible for all out-of-pocket and economic costs associated with capacity/energy imbalances resulting from difference between scheduled and actual replacement energy delivered by the replacement electricity source. The Company will compensate the customer or electricity supplier, as appropriate, for replacement power delivered but not used by the customer, adjusted for losses, the lesser of: 1) the Company's marginal costs of generation, 2) the cost of other purchased power at the time the power was delivered or 3) the cost of the replacement power, except when the unused power caused additional costs to the Company by creating system operating instability, including a deviation from economic dispatch. Such additional costs will be the customer's responsibility. The Company will notify the customer as soon as reasonably practical of such system instability.

The Company reserves the right to interrupt the sale of replacement electricity to the customer if, in the sole judgment of the Company, such electricity is required to maintain service to the Company's firm electric service customers and no other sources are available to the Company, for system integrity purposes or for emergency power sales to other utilities. In the event that all or any portion of a supply of designated replacement electricity is captured or used by the Company to support service to other customers as a result of the direct action by the Company and a customer must curtail all or a portion of its interruptible load, the customer not receiving the designated replacement electricity shall be entitled to reasonable reimbursement from the Company for actual incurred costs related solely to the cost of such captured replacement electricity. Any such interruption will be remedied as quickly as reasonably possible and preceded by the use of reasonable alternatives consistent with good utility practice to avoid the interruption.

**Alternate Third-Party Suppliers:**

A customer may identify up to five (5) potential third-party alternative electricity suppliers from which the Company will purchase power. Prior to acting as a third-party supplier, a candidate must have a FERC approved system power transaction agreement with the Company.

Service under this Rider and the ability of a third-party supplier to provide electricity is also subject to the prior completion of all necessary contracting, including appropriate interchange agreements and/or tariffs, and approval of such agreements and/or tariffs by any regulatory authority that assumes jurisdiction over such service. Prior to being able to serve as a replacement electricity source, a potential replacement electricity source shall insure compliance with all standards set by the Company with respect to credit worthiness, technical and operational feasibility of using the replacement electricity source, compliance with interconnection standards, system integrity and safety provisions, among others. All additional costs incurred by the Company to qualify the replacement electricity source shall be borne by that source. A third-party supplier must also agree to provide billing information in the format requested by the Company so as to enable the Company to appropriately bill customers.

Third-party suppliers meeting the above-stated criteria and chosen by a customer as its designated source for a specific economic interruption period must submit to the Company at least thirty (30) minutes prior to the start of the economic interruptible period, a schedule of interruptible power to be delivered during the requested economic interruption listing (MW) by hour by customer in whole megawatts. The Company shall verify the energy received from the third-party supplier as compared to the schedule submitted by such third-party supplier. The Company shall bill the customer for the cost of such verified replacement electricity based on the billing it receives from the designated source. In all cases, the customer shall be responsible for any amount billed to the Company by the customer's third-party source for supplying the verified electricity on behalf of such customer. Failure to pay such amount shall be considered a failure to pay for electric service. Any dispute between what a customer requested and what a third-party supplier scheduled shall be handled between the customer and the third-party supplier.

If a designated third-party supplier fails to submit a schedule at least thirty (30) minutes prior to the start of the interruptible period, the Company will endeavor to supply the replacement electricity for the customer and the customer shall pay all costs of supplying such power. The cost of such replacement electricity shall be determined on an after the fact basis with the most expensive power used during such period being assigned to such customer.

**Customer Schedule:**

When requested to do so by the Company, the customer shall submit its schedule of the estimated on-peak demand for the succeeding week to the Company.

**Minimum Provisions To Return to Firm Electric Service:**

A customer taking service under this Rider shall be required to provide the Company with three (3) years prior written notice before returning to firm service, consistent with system planning criteria. Concurrent with providing the Company with notice of its intent to return to firm electric service, the customer shall also enter into a firm electric service contract with the Company that will become effective at the end of the notice period agreed to by the customer and the Company for the customer to return to firm electric service. The customer must meet the minimum commitments, in terms of length of contract, discontinuance of service and any other provision applicable to a new firm electric service customer served under the same schedule.

Upon mutual agreement, the customer may return to firm electric service from interruptible electric service with less than the agreed-upon notice, subject to the condition that the customer will be billed for such firm electric service at a rate equal to the applicable firm electric service rate plus any reasonable additional costs beyond the firm electric service rate incurred by the Company in providing such firm electric service to the returning customer, until the previously contracted notice requirement is fulfilled. Such rates shall be subject to review through a filing made by the Company with the Public Utilities Commission of Ohio.

If the Company has insufficient capacity to service the customer on a firm electric service basis prior to the expiration of the notice period and no alternative electricity source is available, the customer shall be required to maintain interruptible electric service status until the notice requirement is fulfilled or an alternative electricity supply can be obtained by the Company.

**Metering and Communication:**

Prior to receiving service under this Rider, the customer, at its cost, shall cause the following equipment to be installed: (1) dedicated telephone circuit for exclusive use by the Company, and (2) any Company required communication equipment.

Operation, maintenance and functionability of such communication equipment at the customer's site shall be the sole responsibility of the customer. The Company shall be responsible for sending an interruption notice. Receipt of such notice shall be the sole responsibility of the customer.

All costs of any necessary metering, communication and other equipment necessary for the implementation of this Rider shall be borne by the customer. Such costs shall include the costs of any equipment required to verify the scheduled delivery of replacement electricity from the designated replacement electricity source to the Company.

**Contract:**

Interruptible electric service hereunder will be furnished in accordance with a written contract with a term of three (3) years, which will continue in effect thereafter unless either party shall give to the other not less than three (3) years notice in writing. The Company will waive this requirement for temporary incremental load where system operating conditions and reliability will not be harmed. The indemnity provision provided for herein shall survive the termination of the contract. Any return to firm electric service shall be governed by the other terms and conditions provided for in this Rider.

## **POLYMER GROWTH FUND PROGRAM**

### **Availability:**

Available to Full Service customers served under General Service-Secondary Voltages, (Rate 21), General Service-Large, (Rate 23), or General Service- High Use Manufacturing (Rate 28) which either produce rubber and plastic raw materials (Primary SIC of 28XX), or process them (Primary SIC of 30XX). In addition, the customer's electrical annual kWh usage must equal or exceed 1,600,000 kWh per location. A Full Service customer is one that receives all retail electric services from the Company.

The revised conditions of the Polymer Growth Fund Program shall be applicable retroactively to those customers currently participating in the Program.

### **Program Description:**

The Company will accumulate a portion of the customer's monthly bill in an internal Company fund. The Customer may then use the fund for grants to implement certain changes in their processes, or applications to achieve greater productivity through use of electrotechnologies, or energy savings per unit of output through efficient electrotechnologies. This will foster the creation and retention of jobs within the Company's service territory and the state of Ohio.

### **A. Definitions:**

1. "Polymer Growth Fund" -- The fund created by the Company by crediting the equivalent of ten percent (10%) of the electricity billings of the Customer if billed on Rate 21 or Rate 23 and five percent (5%) of the electricity billings of the Customer if billed on Rate 28 as specified in Section B.
2. "Resource Funds" -- The amount credited to the Customer's Polymer Growth Fund account.
3. "Qualified Project" -- An opportunity identified and presented by the Customer to the Company on the Polymer Growth Fund Customer Information form, attached to the Polymer Growth Fund Agreement. The opportunity must meet the minimum requirements established in Section B.1 and must be approved in writing by the Company for participation in the Polymer Growth Fund Program.
4. "Customer Location" -- The physical location of the facility owned by the Customer where the Qualified Project will be constructed or installed. The location must be physically within Company's certified territory and served with electricity provided by the Company.
5. "Polymer Growth Fund Agreement" -- The standard contract entered into between Customer and the Company for administration of the Polymer Growth Fund Program.

### **B. Qualified Projects and Resource Funds:**

1. In order to access Resource Funds, the Customer will work with the Company to identify a priority list of potential projects. All such projects must be submitted to the Company for pre-approval on the Polymer Growth Fund Program Customer Information form. The Customer understands and agrees that the Company and the Customer must mutually agree on the suitability of any subsequent electrotechnological project before it is eligible for participation in the Polymer Growth Fund Program. At a minimum, the Company requires projects to be for the installation of electric production-related equipment that will either (a) encourage job retention or growth related to acquisition and operation of electric equipment, (b) enhance productivity through the use of electrotechnologies, or (c) reduce energy consumed per unit of output



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through the application of efficient electrotechnologies. In addition, the customer must be financially solvent and credit worthy.

2. In the event a Qualified Project is not completed before the expiration or other termination of Polymer Growth Fund Agreement, then all Resource Funds previously disbursed from the Polymer Growth Fund to or on behalf of the Customer for that Qualified Project shall be immediately returned to the Company together with per annum interest at the then current prime lending rate accruing from the date of such disbursement until the date of such payment.
3. The Customer agrees that a disbursement from the Polymer Growth Fund may only be used for the Qualified Project at the specific Customer Location for which the disbursement was made.

**C. Polymer Growth Fund:**

1. Resource Funds will be available to wholly or partially fund Qualified Projects, subject to the limitations noted herein, through the creation of a Polymer Growth Fund. The Company will create the Polymer Growth Fund by crediting to a Company-held internal account the equivalent of 10% (Rate 21 and Rate 23) or 5% (Rate 28) of the Customer's billings for electricity at the Customer Location during either the first sixty (60) monthly billings after the effective date of the Polymer Growth Fund Agreement or the last billing before December 31, 2001, whichever occurs first. In no event will Resource Funds be credited after December 31, 2001.
2. The balance of the Resource Funds will be reflected in a quarterly statement of account that will be sent to the Customer. The Resource Fund balance will not be reflected on the monthly electric bill.
3. Upon the Customer's request, Resource Funds will be disbursed on the Customer's behalf for a Qualified Project at the Customer Location on or before December 31, 2006 in accordance with the following provisions:
  - a. Resource Funds shall be eligible for disbursement by the Company upon presentation to the Company of a signed contract for work to be done on a Qualified Project.
  - b. Resource Funds will be disbursed, to the extent of the balance of the Polymer Growth Fund existing at the time of disbursement, upon the presentation of an invoice for work completed at the Customer Location on the Qualified Project.
  - c. The initial disbursement of Resource Funds will be permitted only after the Customer has participated in the Polymer Growth Fund Program for a minimum of one year. After that one year period, the Customer may request a disbursement only once per contract year.
4. The Polymer Growth Fund will be held internally by the Company and will be the property of the Company until officially disbursed pursuant to this tariff. The Customer forfeits all unused Resource Funds in their Polymer Growth Fund account remaining on January 1, 2007. Any unspent Resource Funds remaining in the Polymer Growth Fund upon expiration or other termination of this tariff will remain the sole property of the Company.

**D. Simultaneous Participation in Multiple Programs Prohibited:**

1. Existing Customer Locations shall have the option, for incremental loads that otherwise qualify for Special Arrangements for Economic Development ("SAED"), to participate in SAED for the incremental (new) portion of the load, and to accumulate Resource Funds related to the base (existing) load at the same time. In no case will more than one program, (for example: Polymer Growth Fund and SAED, Polymer Growth

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Fund and Real Time Pricing, or Polymer Growth Fund and Interruptible program), be available to the same portion of the Customer's electrical load or usage.

2. Customer Locations new to the Company's service area shall have the option to participate in either the Polymer Growth Fund Program or, assuming its load qualifies, in SAED. New Customer Locations may not simultaneously participate in both SAED and the Polymer Growth Fund.

**E. Cancellation and Other Termination:**

1. The Customer agrees to remain current on their electric bill in accordance with the terms and conditions of the rate tariff under which the Customer is served. If the Customer fails to do so, Ohio Edison shall have the option, at its sole discretion, to cancel the Polymer Growth Fund Agreement. In the event of such termination, the Customer forfeits all Resource Funds accumulated in their Polymer Growth Fund account.
2. In order for the Company to recover the investment made in the Customer's facilities, service under this tariff is subject to the following provisions. The Customer will acquire for the Customer Location all of its requirements for electric service, including without limitation electric energy and electric power, from the Company under an applicable standard retail rate schedule (or other rate as agreed to by the Parties and, if required, approved by a regulatory authority) for (5) years from the date of the latest disbursement from the Polymer Growth Fund. If the Customer acquires electric service, or any component thereof, from a source other than the company, Customer will be required to reimburse the Company all Resource Funds previously disbursed within five years of the Customer's acquisition of electric service, or any component thereof, from a source other than the Company, together with per annum interest at the prime lending rate in effect on such date, with interest accruing from the date of disbursement to the date of such reimbursement. Customer will also forfeit any remaining Resource Fund balance in the Polymer Growth Fund. The Customer will not be required to reimburse disbursements that are more than five years old.

**F. Data Collection/Post Audits:**

1. The Customer agrees to make available any and all information and records required to substantiate both the eligibility of a project and its actual performance, as directed or required by regulatory agencies. All information shall remain confidential between the parties for a period of one (1) year following disclosure or such longer period as the parties agree, except to the extent that it is requested by a court or regulatory agency of competent jurisdiction, or is the subject of a discovery request, in which case the Company will endeavor to release such information subject to a protective agreement.
2. The Company reserves the right to perform or have performed pre- and post-project audits to assess productivity and energy efficiency. The Company also reserves the right to describe the project results in a case study in which the Customer will have the right to anonymity.

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## **Experimental Market Based Tariff**

### **Availability:**

Available to Full Service customers served under General Service-Large, Rate 23, General Service, Rate 21, General Service-High Use Manufacturing, Rate 28, General Service Large and High Use Manufacturing Interruptible Rider 73, General Service Metal Melting Load Interruptible Rider 74 and General Service Incremental Interruptible Service Rider 75, not being served under the Net Energy Metering Rider. The number of customers permitted on this experimental rate will be limited to no more than a total of seventy-five (75) customers whose measured maximum 30-minute demands exceed 100 kVA or 100 kW. These customers will be selected by the Company and will be limited to 500 MW of aggregate, non-coincident demand. At the Company's discretion, the total number of customers and the total MW of company load eligible for the program may be increased by up to 100%. Customers must enter into a written service agreement. A Full Service customer is one that receives all retail electric services from the Company.

### **Program Description:**

The MBT Program is voluntary and will be offered on an experimental basis through December 31, 2008, unless earlier terminated by the Company. Its purpose is to test customer response to hourly price signals quoted by the Midwest Independent Transmission System Operator, Inc. ("Midwest ISO") to supply electricity. Participation in the MBT Program offers customers the opportunity to manage their electric costs by either shifting load from higher price to lower price periods or by adding new load during lower price periods. All qualifying customers, except those taking service under an interruptible rider, designate a Market Exposure Percentage (MEP) representing the amount of the customer's usage to be applied to market based pricing (interruptible customer MEP's are calculated as specified below). The customer's remaining usage is priced under all provisions of a firm, fixed price (non-market based) approved Company tariff for which the customer qualifies ("Fixed Price Tariff").

### **Program Charge:**

A charge shall be added to the bill each month to compensate the Company for additional billing, administrative, and communication costs associated with the MBT Program.

For distribution secondary service voltage	\$ 75.00
For all other service voltages	\$ 150.00

### **Delivery Charge:**

For direct 138 kV service voltage, all kW of billing demand, per kW	\$ 3.530
For direct 69 kV service voltage, all kW of billing demand, per kW	\$ 3.630
For direct 23 kV, and 34.5 kV service voltages, all kW of billing demand, per kW	\$ 3.690
For direct primary distribution service voltages, all kW of billing demand, per kW	\$ 3.820
For secondary distribution service voltages, all kW of billing demand, per kW	\$ 5.000

**MBT Billing:**

Customers participating in the MBT Program will be billed for calendar month usage based on the following calculation:

MBT Bill: Program Charge + Delivery Charge + Market Based Energy Charge + Fixed Priced Tariff Charge + Applicable Riders

A Capacity Reservation Charge may also be applicable, pursuant to the Self-Generation section of this tariff.

**Market Exposure Percentage (MEP):**

This Market Exposure Percentage section does not pertain to customers taking service under an interruptible rider (see Interruptible Service section). MEP is the percentage of the customer's total billing period usage exposed to market-based Midwest ISO prices designated by the customer in the service agreement. MEP shall be at least five percent (5%). The MEP shall not exceed thirty percent (30%) unless the customer a) qualifies for the Economic Development Option described below, or b) is transitioning from either the Company's former RTP Program, or a special contract with the Company having been approved by the Public Utilities Commission of Ohio, and the customer's charges under the MBT Program are estimated solely by the Company to be greater than ten percent (10%) more than if charged under these pricing arrangements.

Economic Development Option: MEP may exceed thirty percent (30%) at the sole option of the Company. The Company will consider factors such as whether that governmental financial incentives are provided to new customers within the Company's service territory, customers make significant capital investment in production equipment, including electrical equipment, buildings, and other capital investments related to expansion and growth, and customers make significant additions to employment or retention of the Customer's load in the Company's service territory.

**Measured Load:**

Measured Load shall equal the highest kW registration from a time-interval meter on a 30-minute basis.

**Billing Units:**

Billing Demand shall equal Measured Load multiplied by the MEP. KWh usage shall equal measured kWh multiplied by the MEP.

**Market Based Energy Charge:**

The Market Based Energy Charge (MBEC) is equal to market based energy usage applied to the hourly energy price quotes made publicly available by Midwest ISO, as defined in the Hourly Market Based Price section below.

The Market Based Energy Charge is calculated as follows:

$$MBEC = \sum_{t=1}^n (kWh_t \times MEP \times MBP_t)$$

Where:

kWh<sub>t</sub> = Customer's actual kilowatt-hour usage in hour<sub>t</sub>

MEP = Market Exposure Percentage

MBP<sub>t</sub> = The applicable Hourly Market Based Price, as defined in the Hourly Market Based Price section below, at hour<sub>t</sub>

t = An hour in the billing period  
n = Total number of hours in the billing period

**Hourly Market Based Price:**

The Hourly Market Based Price will be equal to the following:

$$MBP_t = (LMP_t \times (1 + LAF))$$

Where:

LAF = Loss adjustment factor

- 0.0% for service voltages of 69 kV or greater
- 0.1% for service voltages of 23 kV or greater up to (not including) 69 kV
- 3.0% for service voltages of 2.4 kV or greater up to (not including) 23 kV
- 6.7% for service voltages less than 2.4 kV

LMP<sub>t</sub> = the “Day-Ahead” Locational Marginal Price, or “LMP” as defined and specified by the Midwest ISO at the Commercial Pricing Node labeled “FESR”, as this node may be changed or superseded from time to time by the Midwest ISO. In the event there is an error in the LMP reported by the Midwest ISO, the Company shall apply such prices as corrected by the Midwest ISO in monthly billings.

t = An hour in the billing period

The Company shall not be responsible for failure of the customer to receive and act upon market based quotes. The customer is responsible for its access to the Internet for access to Midwest ISO pricing.

**Adjustment for Meter Location:**

Where the Company meters distribution secondary voltage service on the primary side of the transformers, the demand and energy registrations shall each be reduced by 2%.

Where the Company meters service being supplied at voltages higher than distribution secondary on the secondary side of the transformers, either compensating-metering equipment will be used to correct transformer losses or the demand and energy registrations shall each be increased by 2%.

**Power Factor Correction:**

The Measured Load shall be adjusted for a lagging power factor of less than eighty-five hundredths (0.85) by multiplying the Measured Load by the ratio of 0.85 divided by the power factor of the load at the time of the Measured Load. No correction will be made where the power factor is found to be greater than 0.85.

**Fixed Price Charges:**

All non-adjusted measured usage not exposed to market-based pricing shall be charged pursuant the Fixed Price Tariff. All other charges of the Fixed Price Tariff shall apply, as appropriate, in accordance with the Fixed Price Tariff. Measured usage to be applied to the Fixed Price Tariff shall equal each measured usage type as defined in such tariff (kWh, kW, kVA, kVAr) multiplied by (100% - MEP). MEP shall not be applied to usage being part of a “Transformer Charge” or “Transformer Discount” provision of the Fixed Price Tariff.

**Metering:**

The customer is responsible for providing a working dedicated telephone line for metering purposes at each metering point and shall pay the Company any and all expenses involved in providing interval metering equipment. Maintenance of the meter(s) will be the responsibility of the Company, which will own the meter(s).

**Interruptible Service:**

This Interruptible Service section pertains only to customers taking service under General Service Large and High Use Manufacturing Interruptible Rider 73, General Service Metal Melting Load Interruptible Rider 74 and General Service Incremental Interruptible Service Rider 75.

All provisions and charges contained in the interruptible rider under which a customer is taking service shall be suspended, except all language specific to Firm Load and emergency interruptions, while taking service under this tariff, therefore, these customers shall not be subject to economic interruption provisions. However, such customers are required to curtail during emergency interruptions pursuant to such rider. All language specific to Firm Load and emergency interruptions contained in such interruptible rider and Contract For Electric Service shall remain in full force and effect while an interruptible customer is served under this tariff. Failure to curtail as required by such interruptible rider during emergencies will subject the customer to all applicable interruptible rider penalties.

Market Exposure Percentage (MEP) is the percentage of the customer's total billing period usage exposed to market-based Midwest ISO prices, which is determined on a monthly basis for interruptible customers.

$MEP = ((\text{Measured Load} - \text{Firm Load}) / \text{Measured Load}) \times 100\%$   
The minimum value of MEP shall be zero.

**Self-Generation:**

Customers having a generation source, or multiple generation sources, operating for the purpose of offsetting available power supplied by the Company ("Self-Generation Source") shall not be required to take service under the Company's Partial Service schedule while taking service under this tariff. Such partial service shall be subject to a Capacity Reservation Charge equal to the Delivery Charge stated above multiplied by the Measured Generator Load. Measured Generator Load shall equal the highest kW registration of the Self-Generation Source time-interval meter data on a 30-minute basis during the current billing period. All Self-Generation Sources shall be metered. Customers shall be responsible for providing a working dedicated telephone line for metering purposes at each metering point and shall pay the Company any and all expenses involved in providing interval metering equipment. Maintenance of the meter(s) will be the responsibility of the Company, which will own the meter(s).

The customer must comply with all of the Company's interconnection requirements. The Company retains the right to disconnect electric service if the Self-Generation Source is connected or operates in parallel with the Company's system without approval of the Company or if such equipment in any way interferes with or jeopardizes service to other customers, endangers others or adversely affects the Company's operations.

**Applicable Riders:**

The Rates and charges specified above shall be modified in accordance with the provisions of the following, as applicable.

Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
State and Local Tax Rider	Sheet No. 92
any other applicable rider approved by the Public Utilities Commission of Ohio	

**Terms and Conditions:**

Except as provided in this rate schedule, all terms, conditions, rates, and charges outlined in the Fixed Price Tariff which the customer is also served under will continue to apply. Participation in the MBT Program will not affect the customer's obligations for electric service under the existing Fixed Price Tariff. Except as expressly provided in this rate schedule, participation in the MBT Program is mutually exclusive to any other retail program the Company may offer.

Customers electing to take service under the MBT Program shall do so for a period of twelve consecutive billing periods while this tariff is in effect unless the customer provides the Company with a written request to withdraw from the program. Such written request must be received by the Company (i) at least three (3) business days prior to, and effective upon, the end of the first two billing periods while served under this rate schedule; or (ii) within sixty (60) calendar days prior to, and effective upon, the end of the twelfth billing period of service under this rate schedule. Customers, except those taking service under General Service Large and High Use Manufacturing Interruptible Rider 73, General Service Metal Melting Load Interruptible Rider 74 and General Service Incremental Interruptible Service Rider 75, are entitled to a change in the MEP within the parameters set forth in this tariff, upon written notice to the Company within sixty (60) calendar days prior to, and effective upon, the end of the twelfth billing period of service under this rate schedule.

Failure by the customer to pay all properly due amounts within thirty (30) days of when due may be cause for removal from the MBT Program, at the option of the Company.

Customers who withdraw or are removed from the MBT Program may not return to the Program.

The supplying of and billing for service and all conditions applying thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to the Company's Standard Rules and Regulations currently in effect, as filed with the Public Utilities Commission of Ohio.

## **Interconnection Tariff**

### **Applicability**

Applicable in the entire territory where tariff P.U.C.O. No. 11 applies, this tariff applies to those situations where an Interconnection Service Customer seeks to physically connect such customer's electric generation facility to, and may operate it in parallel with, the Company's Distribution system. An Interconnection Service Customer who has a facility that does not qualify for Simplified Interconnection pursuant to the Technical Requirements incorporated herein by reference may negotiate a separate Interconnection Agreement with the Company and the terms and conditions of this tariff apply to such Interconnection Service Customers to the extent that the negotiated Interconnection Agreement does not conflict with this tariff.

### **Purpose**

The purpose of this tariff is to implement Ohio Revised Code Section 4928.11, which calls for uniform interconnection standards that are not unduly burdensome or expensive and also ensure safety and reliability, to the extent governing authority is not preempted by Federal law. This Tariff states the terms and conditions that govern the Interconnection and Parallel Operation of an Interconnection Service Customer's facility with the Company's Distribution System.

### **Procedures**

Any Interconnection Service Customer seeking to physically connect facilities to the Company's Distribution System, which facilities may be used in Parallel Operation with the Company's Distribution System, shall file an Interconnection Application (Exhibit A) and sign an Interconnection Agreement with the Company for Interconnection. For facilities for which the referenced Technical Requirements for Interconnection and Parallel Operation of Distributed Generation are applicable, the Interconnection Service Customer and Company shall execute a Simplified Interconnection Agreement (Exhibit B). For all other facilities, the Customer and the Company shall execute an Interconnection Agreement which may be different from Exhibit B but which shall conform with the provisions of this tariff, to the extent applicable.

To the extent possible, Interconnection to the Company's Distribution System shall take place within the following time frames:

1. Where no construction is required by the Company and the facility qualifies for Simplified Interconnection pursuant to the Screening process contained in the Technical Requirements, Interconnection shall be permitted within four weeks of the Company's receipt of a completed Interconnection Application (Exhibit A) in compliance with the terms and conditions of this tariff. Prior to actual Interconnection the Interconnection Service Customer must execute the Interconnection Agreement.
2. Where construction or system upgrades of the Company's Distribution System are required, the Company shall provide the Interconnection Service Customer in a timely fashion an estimate of the schedule and the Interconnection Service Customer's cost for the construction or upgrades. If the Interconnection Service Customer desires to proceed with the construction or upgrades, the Interconnection Service Customer and the Company shall enter into a contract. The contract shall contain a construction schedule listing target commencement and completion dates, and an estimate of the Interconnection Service Customer's costs for construction or upgrades. Assuming the Interconnection Service Customer is ready, the Interconnection Service shall take place no later than two weeks following the completion of such construction or upgrades. The Company shall employ best reasonable efforts to complete such system construction or upgrades in the shortest time reasonably practical.



### **Interconnection Tariff**

3. All Interconnection Applications shall be processed by the Company in a non-discriminatory manner. The Company shall promptly provide each Interconnection Service Customer a written Notice of the company's receipt of the Application. The Company will endeavor to place such notice in the U.S. Mail within 3 business days after the Application has been received by the Company's personnel designated on the application form. The Company shall provide each Interconnection Service Customer with a copy of the screening process and a target date for processing the Application. If the Application is viewed as incomplete, the Company must provide a written Notice within 10 days of receipt of the Application by the Company's personnel designated on the application form that the Application is not complete together with a description of the information needed to complete the Application and a statement that processing of the Application cannot begin until the information is received. The Company's target date shall permit Interconnection in a timely manner pursuant to the requirements of O.A.C. 4901:1-22-04(C). Interconnection Applications will be processed in the order that they are received. It is recognized that certain Interconnection Applications may require minor modifications while they are being reviewed by the Company. Such minor modifications to a pending application shall not require that it be considered incomplete and treated as a new or separate application. Minor modifications would not include at least the following: changes in facility size or location; any change requiring a new impact study; any other substantive change.
  
4. If the Company determines that it cannot connect the Interconnection Service Customer's facility within the time frames required by O.A.C. § 4901:1-22-04(C), the Company will notify the Interconnection Service Customer in writing of that fact as soon as possible. The notification will identify the reason or reasons Interconnection Service could not be performed within the time frames stated in O.A.C. § 4901:1-22-04(C), and provide an estimated date for interconnection service. This section shall not limit the rights of an Interconnection Service Customer for relief under Ohio Revised Code Chapter 4905.

#### **Technical Requirements for Interconnection and Parallel Operation of facilities owned or operated by an Interconnection Service Customer**

The Company shall maintain a copy of the Technical Requirements for Interconnection at its place of business such that the Technical Requirements are readily available to the public. The Company shall provide the Commission Staff with a copy of the Technical Requirements. Standards adopted by IEEE shall supersede the applicable provisions of the Company's Technical Requirements effective the date that IEEE adopts such standards. However, any Interconnection made or initiated prior to the adoption of any national standard promulgated by IEEE shall be grandfathered. Regarding any IEEE minimum standard, or any guideline that the IEEE may promulgate, the Company may amend the Technical Requirements to the minimum extent required to address unique local conditions, and shall provide such amendments to the Staff and make such amendments available to the Interconnection Service Customers. All Technical Requirements for Interconnection, including superseding standards adopted by IEEE, are incorporated herein by reference.

#### **Metering**

Any metering installation, testing, or recalibration required by the installation of the Interconnection Service Customer's distributed generation equipment shall be provided consistent with the Electric Service and Safety Standards pursuant to Ohio Revised Code Chapter 4928, and specifically O.A.C. § 4901:1-10-05 (Metering) and, as applicable, § 4901:1-10-28 (C) (Net Metering).

## **Interconnection Tariff**

### **Liability Insurance**

Prior to any Interconnection with the Company, the Interconnection Service Customer must provide the Company with proof of insurance or other suitable financial instrument sufficient to meet its construction, operating and liability responsibilities pursuant to this tariff. At no time shall the Company require that the Applicant negotiate any policy or renewal of any policy covering any liability through a particular insurance company, agent, solicitor, or broker.

### **System Impact and Facilities Studies**

For those Applications that do not qualify for the Simplified Interconnection Agreement pursuant to the Screening Process included in the Technical Requirements, the Company may require supplemental review, a service study, coordination study, facilities study or Company system impact study prior to Interconnection. In instances where such studies are required, the scope of such studies shall be based on the characteristics of the particular generation facility to be interconnected and the Company's system at the specific proposed location. By agreement between the Company and the Interconnection Service Customer, studies related to Interconnection of the generation facility may be conducted by a qualified third party. The cost of an impact facilities study performed by the Company shall be included in the costs set forth in the Interconnection Fees section of this tariff, set forth below. The Company shall provide the Applicant for Interconnection service with a target date for completion of any required system impact or facilities study. Any such study conducted by the Company shall be shared with the Interconnection Service Customer.

### **Interconnection Fees**

The Company shall not charge any fees for Interconnection other than those authorized by this tariff.

The Company shall charge each Interconnection Service Customer that applies for Interconnection service a nonrefundable Interconnection Application fee of \$250, payable at the time the Interconnection Application is submitted.

Each Interconnection Service Customer shall deposit with the Company an amount equal to \$5 per kW of generation referenced in the Application for all generation units greater than 50kW. All units 50kW or less shall be assessed the nonrefundable Application Fee only as its deposit. The Company shall apply the deposit to the Company's actual costs associated with the Interconnection. If such costs are greater than the amount of the deposit, the customer shall pay such additional costs to the Company. If such costs are less than the amount of the deposit the Company shall refund the balance of the deposit to the customer.

### **Additional Fees**

#### **Construction or Upgrade Fees**

If the Interconnection requires construction or an upgrade of the Company's system which, save for the generation facility would not be required, the Company will assess the Interconnection Service Customer the actual cost including applicable taxes of such construction or upgrade. Payment terms for such construction or upgrade will be agreed to and specified in the construction contract. The Company and the Interconnection Service Customer may negotiate for alternatives in order to reduce any costs or taxes applicable thereto

## **Interconnection Tariff**

### **Resolution of Disputes**

The Company or the Interconnection Service Customer who is a non-mercantile, non-residential customer may seek resolution of any disputes which may arise out of this tariff, including the Interconnection and the referenced Technical Requirements in accordance with the Commission's Rules for Alternative Dispute Resolution.

### **Definitions**

For the purpose of this Interconnection tariff, the following words shall have the meanings set forth:

- (1) **CERTIFIED TERRITORY** – This term shall have the same meaning as found in R.C. 4928.01(A)(3)
- (2) **COMPANY** — Ohio Edison Company
- (3) **FACILITY** — An electrical generating installation consisting of one or more generation units as defined in the Interconnection Application for Service.
- (4) **INTERCONNECTION** — The physical connection of the Interconnection Service Customer's Facilities to the Company's Distribution System for the purpose of electrical power service.
- (5) **INTERCONNECTION AGREEMENT** — The standard form of agreement between the Interconnection Service Customer and the Company (Exhibit B attached) or the negotiated agreement between the Interconnection Service Customer and the Company as referenced in the Procedures section above.
- (6) **INTERCONNECTION APPLICATION** — The standard form of application approved by the Commission (See Exhibit A).
- (7) **INTERCONNECTION SERVICE CUSTOMER** – This term shall have the same meaning as found in OAC §4901:1-22-02 (J).
- (8) **PARALLEL OPERATION** — This term shall have the same meaning as found in OAC §4901:1-22-02 (L).
- (9) **TECHNICAL REQUIREMENTS** – The Technical Requirements consist of the following: Part A contains the standardized Technical Requirements common to all Ohio Electric Distribution Utilities. Part A shall be amended as necessary to conform to adopted IEEE Standards. Part B contains the Screening Process applicable to all Interconnection Service Customer facilities. The Company shall provide upon request specific Technical Requirements necessary to fill in any gaps in Part A or for facilities that do not conform with the Part A Technical Requirements.

**EXHIBIT A**

**APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION WITH THE  
COMPANY'S DISTRIBUTION SYSTEM**

Return Completed Application to: FirstEnergy Corporation  
Attention: Planning and Protection Engineering  
Floor 11  
76 South Main Street  
Akron, Ohio 44308

Customer's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Service Point Address: \_\_\_\_\_

Information Prepared and Submitted By: \_\_\_\_\_  
(Name and Address) \_\_\_\_\_

The following information shall be supplied by the Customer or Customer's designated representative. All applicable items must be accurately completed in order that the Customer's generating facilities may be effectively evaluated for interconnection with the Company's Distribution System.

**GENERATOR**

Number of Units: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Type (Synchronous, Induction, or Inverter): \_\_\_\_\_

Fuel Source Type (Solar, Natural Gas, Wind, etc.): \_\_\_\_\_

Kilowatt Rating (95 F at location) \_\_\_\_\_

Kilovolt-Ampere Rating (95 F at location): \_\_\_\_\_

Power Factor: \_\_\_\_\_

Voltage Rating: \_\_\_\_\_

Ampere Rating: \_\_\_\_\_

Number of Phases: \_\_\_\_\_

Frequency: \_\_\_\_\_

Do you plan to export power:  Yes  No

If Yes, maximum amount expected: \_\_\_\_\_

\_\_\_\_\_

Filed pursuant to Order dated, August 22, 2002, in Case No. 00-1258-EL-ATA before  
The Public Utilities Commission of Ohio

**EXHIBIT A (Cont.)**

Normal Operation of Interconnection: (examples: provide power to meet base load, demand management, standby, back-up, other) (please describe) \_\_\_\_\_

Application Fee \$\_\_\_\_\_. Checks may be made payable to The Ohio Edison Company.

One-line diagram attached: \_\_\_\_ Yes

Have testing results been supplied to the Company documenting conformance with the Company's technical requirements: \_\_\_\_ Yes [Note: Requires a Yes for complete Application.]

Have all necessary government permits and approvals been obtained for the project prior to this application? \_\_\_\_ Yes/{Note: Requires a Yes for an Application to be considered complete.}

Have the generator Manufacturer machine characteristics been supplied to the Company? \_\_\_\_ Yes[Note: Requires a Yes for complete Application.

Layout sketch showing lockable, "visible" disconnect device: \_\_\_\_ Yes

Application fee: \_\_\_\_ Yes \$\_\_\_\_\_ Checks are payable to \_\_\_\_\_ at \_\_\_\_\_

DATE: \_\_\_\_\_

[CUSTOMER NAME]

\_\_\_\_\_  
(Signature)

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

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

**EXHIBIT B**

**SIMPLIFIED INTERCONNECTION AGREEMENT FOR INTERCONNECTION AND PARALLEL  
OPERATION WITH THE COMPANY'S DISTRIBUTION SYSTEM**

**INTERCONNECTION AGREEMENT**

This Interconnection Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_, by Ohio Edison Company, ("Company"), and \_\_\_\_\_ ("Customer"), a \_\_\_\_\_ [specify whether corporation, and if so name state, municipal corporation, cooperative corporation, or other], each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Scope of Agreement** -- This Agreement is applicable to conditions under which the Company and the Customer agree that one or more generating facility or facilities of \_\_\_ kW to be interconnected at 35 kV or less ("Facility or Facilities") may be interconnected to the Company's utility system, as described in the Company's Distribution Interconnection Tariff. The facility shall be 300kW or less and may be used for exporting retail electricity only to the Company's distribution system. This Agreement is not applicable to Wholesale transactions as defined by the Federal Energy Regulatory Commission (FERC).
2. **Establishment of Point(s) of Interconnection** -- Company and Customer agree to interconnect their Facility or Facilities at the locations specified in this Agreement, in accordance with Revised Code §4928.67, and the Uniform Electric Interconnection Standards (§4901:1-22-01, et seq.) of the Ohio Administrative Code (Rules) or any successor rule addressing interconnection standards, the Company's Distribution Interconnection Tariff and as described in Attachment A (the "Point(s) of Interconnection"). The Company and the Customer agree to follow those technical specifications included in the Company's Technical Specification Document, attached and referred to herein as Attachment B.
3. **Responsibilities of Company and Customer** -- Each Party will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, Facility or Facilities which it now or hereafter may own unless otherwise specified on Attachment A. Customer shall conduct operations of its facility(s) in compliance with all aspects of the Interconnection Tariff and Rules, and Company shall conduct operations on its utility system in compliance with all aspects of the Interconnection Tariff and Rules, or as further described and mutually agreed to in the applicable Facility Schedule. The Customer shall, at its own expense, acquire and utilize the type of meter required by the Company for Interconnection. The Company shall install, operate and maintain such meter. Maintenance of Facilities or interconnection facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. The Parties agree to cause their Facilities or systems to be constructed in accordance with safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and Underwriters Laboratories, in effect at the time of construction. The Company and the Customer shall maintain their facilities in compliance with the U.S. Environmental Protection Agency (EPA) and the Ohio EPA standards.

Each Party covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, its distribution system and related Facilities and Units so as to reasonably minimize the likelihood of a disturbance, originating in the system of one Party, affecting or impairing the system of the other Party, or other systems with which a Party is interconnected. This Agreement does not constitute the availability of Transmission service for the Customer. Such Customer has the sole responsibility to apply and arrange for the availability of Transmission service.

This Agreement shall not alter the tariff under which the Customer is or shall be taking service unless otherwise agreed to by both Parties in writing as part of this Agreement.

**EXHIBIT B (Cont'd)**

The Customer shall provide the Company with proof of Insurance or other suitable financial instrument sufficient to meet its construction, operating and liability responsibilities pursuant to this Agreement.

Company will notify Customer if there is evidence that the Facility operation causes disruption or deterioration of service to other customers served from the same grid or if the Facility operation causes damage to Company's system. Notwithstanding Paragraph four (4) of this Agreement, the Customer shall reimburse the Company for any regulatory penalties assessed against the Company due to the negligence of the Customer or the failure of facilities for which the Customer has control and responsibility.

Customer will notify Company of any emergency or hazardous condition or occurrence with the Customer's Unit(s) which could affect safe operation of the system.

**4. Limitation of Liability and Indemnification**

- a. Neither Company nor Customer shall be liable to the other for damages for any act that is beyond such party's control, including any event that is a result of an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party.
- b. Notwithstanding Paragraph 4.a of this Agreement, Company shall assume all liability for and shall indemnify Customer for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Company's negligence in connection with the design, construction, or operation of its facilities as described on Attachment A; provided, however, that Company shall have no obligation to indemnify Customer for claims brought by claimants who cannot recover directly from Company. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Customer's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Customer; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Company be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Company does not assume liability for any costs for damages arising from the disruption of the business of the Customer or for the Customer's costs and expenses of prosecuting or defending an action or claim against the Company. This paragraph does not create a liability on the part of the Company to the Customer or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.
- c. Notwithstanding Paragraph 4.a of this Agreement, Customer shall assume all liability for and shall indemnify Company for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Customer's negligence in connection with the design, construction or operation of its facilities as described on Attachment A; provided, however, that Customer shall have no obligation to indemnify Company for claims brought by claimants who cannot recover directly from Customer. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Company's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Company; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Customer be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Customer does not assume liability for any costs for damages arising from the disruption of the business of the Company or for the Company's costs and expenses of prosecuting or defending an action or claim against the Customer.

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Filed pursuant to Order dated, August 22, 2002, in Case No. 00-1258-EL-ATA before

The Public Utilities Commission of Ohio

**EXHIBIT B (Cont'd)**

This paragraph does not create a liability on the part of the Customer to the Company or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

- d. Company and Customer shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of delivery. The Company does not assume any duty of inspecting the Customer's lines, wires, switches, or other equipment and will not be responsible therefor. Customer assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the point of delivery, the point of delivery being the point where the electric energy first leaves the wire or facilities provided and owned by Company and enters the wire or facilities provided by Customer.
- e. For the mutual protection of the Customer and the Company, only with Company prior authorization are the connections between the Company's service wires and the Customer's service entrance conductors to be energized.
5. **Right of Access, Equipment Installation, Removal & Inspection** - The Parties shall provide each other such easements and/or access rights as may be necessary for either Party's performance of their respective operational obligations under this Agreement; provided that, notwithstanding anything stated herein, a Party performing operational work within the boundaries of the other Party's facilities must abide by the rules applicable to that site.
6. **Disconnection of Unit** - Customer retains the option to disconnect from Company's utility system. Customer will notify the Company of its intent to disconnect by giving the Company at least thirty days' prior written notice. Such disconnection shall not be a termination of the agreement unless Customer exercises rights under Section 7.

Customer shall disconnect Facility from Company's system upon the effective date of any termination under Section 7.

Subject to Commission Rule, for routine maintenance and repairs on Company's utility system, Company shall provide Customer with seven business days' notice of service interruption.

Company shall have the right to suspend service in cases where continuance of service to Customer will endanger persons or property. During the forced outage of the Company's utility system serving customer, Company shall have the right to suspend service to effect immediate repairs on Company's utility system, but the Company shall use its best efforts to provide the Customer with reasonable prior notice.

7. **Effective Term and Termination Rights** -- This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. The agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time, by giving the Company sixty days' written notice; (b) Company may terminate upon failure by the Customer to generate energy from the Facility in parallel with the Company's system within twelve months after completion of the interconnection; (c) either party may terminate by giving the other party at least sixty days prior written notice that the other Party is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default; or (d) Company may terminate by giving Customer at least sixty days notice in the event that there is a material change in an applicable rule or statute





**EXHIBIT B (Cont'd)**

- iv) Disputes. Disputed amounts shall be paid on or before the invoice payment due date. In the event the dispute is resolved in favor of the Party disputing payment, the Party required to pay back disputed amounts shall, within thirty (30) days of resolution of the dispute, make payment with interest as calculated in accordance with Section 12.6.
  - v) Waiver. Payment of an invoice shall not relieve the paying Party from any other responsibilities or obligations it has under this Agreement, nor shall such payment constitute a waiver of any claims arising hereunder.
  - vi) Interest. Interest on any unpaid amounts shall be calculated in accordance with the methodology specified for interest on refunds by the Company's Rules and Regulations, filed and approved by the Public Utilities Commission of Ohio (PUCO). Interest on delinquent amounts shall be calculated from the due date of the bill to the date of payment.
  - vii) Payment During Dispute. In the event of a billing dispute between the Company and the Customer, each Party shall continue to provide services and pay all invoices.
  - viii) Collection Expenses. Neither Party shall be responsible for the other Party's costs of collecting amounts due under this Agreement, including attorney fees and expenses and the expenses of arbitration.
13. **Assignment** Each Party may assign this Agreement to any affiliated corporation, person, partnership, or other entity under the control of or having controlling interest in the assigning Party with the written consent of the other Party. Such consent shall not be withheld without good cause shown and noticed to the assigning party in writing within thirty (30) days after the request for assignment.
14. **Confidentiality** Each Party recognizes and agrees that this Agreement, all attachments thereto, and all information relating to this Agreement marked by the other Party as confidential, constitutes proprietary confidential information. Each Party shall distribute such information only to those employees, or other persons under the control of the Party, on a need to know basis. Release of any confidential information shall constitute a material breach of this Agreement and the offended party may immediately terminate this Agreement. If a Court or Regulatory Agency of competent jurisdiction requires the release of any confidential information by either Party then such Party shall provide three (3) days written notice to the other party before making such release to allow the offended party to appear and challenge the release. If such release is required by a Court or Regulatory Agency within a period which does not permit three (3) days notice, the Party will provide such notice as is reasonable in the circumstances. A release pursuant to Court or Regulatory Agency order shall not constitute material breach except in the absence of the required notice.
15. **No Third-Party Beneficiaries** -- This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
16. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.
17. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

18. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

OHIO EDISON COMPANY

[CUSTOMER NAME]

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT A**

**Page 1 of 2**

**LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION**

Facility Schedule No.

Name of Point of Interconnection

(Insert Facility Schedule number and name for each Point of Interconnection]

**ATTACHMENT A**

FACILITY SCHEDULE NO.

[The following information is to be specified for each Point of Interconnection, if applicable.]

1. Name:
2. Facility location:
3. Delivery voltage:
4. Metering (voltage, location, losses adjustment due to metering location, and other):
5. Normal Operation of Interconnection:
6. One line diagram attached (check one): \_\_\_ Yes/ \_\_\_ No
7. Facilities to be furnished by Company:
8. Facilities to be furnished by Customer:
9. Cost Responsibility:
10. Control area interchange point (check one): \_\_\_ Yes/\_\_\_ No
11. Supplemental terms and conditions attached (check one): \_\_\_ Yes/\_\_\_ No

OHIO EDISON COMPANY

[CUSTOMER NAME]

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Retail Transition Cost Recovery of Non-bypassable Regulatory Transition Charges**

**Applicability:**

This tariff applies to any Customer located in the Company's certified territory that is (a) supplied retail electric generation service by an entity other than the Company, and (b) not paying Regulatory Transition Charges to the Company under other tariff provisions approved by The Public Utilities Commission of Ohio, except those Customers whose electricity is supplied by a municipal electric utility that (i) provides transmission or distribution service, or both services, through transmission or distribution facilities singly or jointly owned or operated by the municipal electric utility, and (ii) was in existence, operating, and providing service prior to January 1, 1999. This tariff does not apply to that portion of electricity generated by self-generators, as this term is defined in O.R.C. 4928.01(A)(30). This tariff also does not apply to electricity supplied and consumed by any other similar Customer, except such electricity as is delivered to a Customer by an electric distribution utility.

**Rates and Charges:**

Customers will be billed for those Regulatory Transition Charges detailed in the rate schedule that would otherwise be applicable to the Facility if the Customer were taking retail electric generation service from the Company, as calculated in accordance with that rate schedule. These rates and charges are non-bypassable.

**Metering:**

The Company shall have access to all electric meters at the Customer's Facility for the purpose of reading and billing the charges described above. The Company shall not be liable for inaccurate information supplied by a malfunctioning meter or other equipment not owned by the Company. If no meter is used, the amount of electricity supplied shall be based upon the Company's estimate of kilowatt hours, kW, and kVA, as appropriate, used or consumed by the Customer.

**Billing and Terms of Payment:**

The Company shall render a bill to the Customer for the Regulatory Transition Charges described above. The Company may collect such charges from the Customer, based upon the Customer's usage, from the commencement of retail electric generation service to the Customer by an entity other than the Company, regardless of the billing date. Payment shall be due in full within twenty-one (21) days of the date set forth on the bill. Payment not received within such twenty-one (21) day period shall be subject to a late payment charge in the amount of 1.5% of the unpaid amount, in addition to the charges otherwise due. The Company may adjust or estimate the amount due in the event of lack of demand metering (kW or kVA, as applicable), lack of access to the meter, or for other reasons that prevent an accurate meter reading.

**Terms and Conditions:**

The Customer shall provide its preferred billing address, and any changes thereto, to the Company. No separate application for service is required for a Customer to be obligated to pay the charges under this tariff.

**Definitions:**

For the purpose of this Retail Transition Cost Recovery of Non-bypassable Regulatory Transition Charges tariff, the following words shall have the meanings set forth:

**Company** - The Ohio Edison Company

**delivered** - any transmitting and/or distributing of electricity to the Customer at any point from the point of generation to the point of consumption

**Facility** - all electric consuming facilities of any type or character owned, occupied, controlled or used by the Customer

**Customer** - an ultimate consumer of retail electric service located in the Company's certified territory that is supplied retail electric generation service by an entity other than the Company.

**Applicability of Standard Rules and Regulations:**

The following sections of the Company's standard rules and regulations shall apply.

- I(B). Revisions
- VII(D). Meter readings not to be combined
- VII(G). Dishonored Checks
- XI(B). Company Responsibility

**Universal Service Rider**

A Universal Service charge of 0.14760¢ per kWh for the first 833,000 kWh and 0.10461¢ per kWh for the kWh above 833,000 kWh shall be added to the energy charge of all applicable rate schedules for the exclusive purposes of providing funding for the low-income customer assistance programs and for the Consumer Education Program authorized under Section 4928.56 of the Ohio Revised Code, and for paying the administrative costs of the low-income customer assistance programs and the Consumer Education Program.

This Universal Service Rider replaces the Interim Emergency and Temporary Percentage of Income Payment Plan Rider. Any service subject to the Interim Emergency and Temporary Percentage of Income Payment Plan Rider shall be subject to this Universal Service Rider instead.



**Temporary Energy Efficiency Rider**

An Energy Efficiency charge of \$0.09 per customer per month shall be added to all applicable rate schedules and special contracts pursuant to Ohio Revised Code 4905.31 for the exclusive purposes of funding the Energy Efficiency Revolving Loan Program created under Section 4928.62 of the Ohio Revised Code and for paying the program's administrative costs.

All services shall be subject to this Temporary Energy Efficiency Rider regardless of underlying tariff or special arrangement.

This Temporary Energy Efficiency Rider shall remain in effect no later than December 31, 2010.

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**STATE AND LOCAL TAX RIDER**

**State kWh Tax**

**Applicability:**

For bills rendered reflecting metered usage occurring on and after January 1, 2003, in addition to the charges provided in each of the Company tariffs, an excise tax will be imposed at the rates identified below to each end user of electricity in the State of Ohio pursuant to Sec. 5727.81 of the Revised Code.

Beginning with bills rendered with metered usage occurring on and after January 1, 2003, a Commercial or Industrial Customer of the Company that receives electricity through a meter as an end user and consumes over the course of the previous calendar year more than 45,000,000 kWhs of electricity may elect to self-assess the tax at a rate of \$.00075 per kWh plus four percent (4%) of the total price of electricity delivered through a meter as an end user. Payment of the tax will be made directly to the Treasurer of the State of Ohio in accordance with Divisions (A)(3) and (4) of Sec. 5727.82 of the Revised Code.

**Rate:**

For all end users of electricity under Company's tariffs that are not self-assessing the State kWh Tax, the tax imposed below shall apply for all bills rendered with metered usage on and after January 1, 2003.

First 2,000 kWhs	\$0.00465 per kWh
Next 13,000 kWhs	\$0.00419 per kWh
All Excess Over 15,000 kWhs	\$0.00363 per kWh

In the event that the customer's meter is not actually read for the billing period, the estimated kWhs used to collect the Company charges may be used to collect the State kWh Tax.

**Municipal Distribution Tax**

**Applicability:**

The Municipal Distribution Tax applies to all customers within the service territory in accordance with Sec. 718.01(f) of the Revised Code. Beginning with bills rendered with usage occurring only on or after January 1, 2003, in addition to charges provided for in the Company tariffs, a Municipal Distribution Tax will be included in the customer bill based on the Municipal Distribution Tax Rate applied to the Distribution revenue that is to be collected.

**Changes:**

Beginning in January 2003, the Company will annually submit a revised Municipal Distribution Tax Rate based on estimated tax liability and estimated Distribution revenues. In addition, beginning in January 2004, the Company will include a reconciliation that addresses the variances between actual municipal tax obligations and actual recovery.

**Municipal Distribution Tax Rate:**

-0.433%

**ELECTRIC FUEL COMPONENT RIDER**

This Rider is applicable only to customer facilities under a special contract pursuant to Ohio Revised Code 4905.31, entered into prior to January 1, 2001, which requires the inclusion of an electric fuel component (EFC) rate according to the terms and conditions of the special contract, or where the special contract provides for billing under a tariffed rate schedule.

For those special contract customers whose terms and conditions require inclusion of the EFC rate, the EFC rate shall be **1.3567¢** per kWh.

For those special contract customers that are billed pursuant to a rate schedule the following shall apply:

- a. The tariff rate's generation charge shall be reduced by the fuel portion of the generation charge at a rate of 1.3567¢ per kWh., and
- b. The EFC Rider charge shall be applied at a rate of 1.3567¢ per kWh.

## **Net Energy Metering Rider**

### **Availability**

Pursuant to Section 4928.01(A)(30)-(32) of the Revised Code (Net Metering), a customer-generator is a customer of the Company that is a user of a net metering system. To qualify for a net metering system, the customer-generator facility must use as its fuel either solar, wind, biomass, landfill gas, or hydropower, or use a microturbine (a combustion turbine with a peak capacity of 100 kW or less) or a fuel cell which is located on the customer-generator's premises and operates in parallel with the Company's transmission and distribution systems and is intended primarily to offset part or all of the customer's requirements for electricity. A net metering system used by a customer-generator shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronic Engineers, and Underwriters Laboratories.

Pursuant to Section 4928.67 of the Revised Code, service under this Rider is available upon request to customer-generators on a first come, first served basis so long as the total rated generating capacity used by customer-generator facilities is less than one percent of the Company's aggregate customer peak demand in this state.

### **Metering**

In order to receive service under this Rider, Net Metering must be accomplished using a single meter capable of registering the flow of electricity in each direction. If the existing electrical meter in service at the customer's facility is not capable of measuring the flow of electricity in each direction, the Company will, upon written request by the customer-generator, acquire, install, maintain, and read an approved meter that is capable of measuring electricity in each direction. The customer-generator will pay the Company all expenses involved in either modifying the existing meter or providing a new meter capable of registering the flow of electricity in each direction. Maintenance of the meter will be the responsibility of the Company, which will own the meter. The Company, at its own expense and with written consent of the customer-generator, may install additional meters to monitor the flow of electricity. Maintenance of the additional meter(s) will be the responsibility of the Company, which will own the meter(s).

### **Billing**

The provisions of this rider will be applied to the rate schedule to which the customer would be assigned if that customer were not a customer-generator. The customer-generator will be billed or credited charges and applicable riders as measured by the meter. Measured demand specified in the appropriate tariff shall be based on the peak demand measured as supplied by the Company only, flowing from the Company's system to the customer-generator's facility. If the Company supplies more kilowatt-hours of electricity than the customer-generator facility feeds back to the Company's system during the billing period, all energy charges of the appropriate rate schedule shall be applied to the net kilowatt-hours of electricity that the Company supplied. If the customer-generator facility feeds more kilowatt-hours of electricity back to the system than the Company supplies to the customer-generator facility during the billing period, energy charges of the unbundled generation component of the appropriate rate schedule shall be applied to the net kilowatt-hours of electricity that the customer-generator facility supplied, which shall be allowed to accumulate as a bill credit until netted against the customer generator's bill. A refund in an amount of the accumulated bill credit will be paid to the customer-generator after three consecutive billing periods of such accumulation upon written request by the customer-generator.

**Rider No. 17 Net Energy Metering Rider**

**Application**

Customer-generators seeking to receive service under the provisions of this rider must submit a written application to the Company demonstrating compliance with the Net Energy Metering Rider provisions and quantifying the total rated generating capacity of the customer-generator facility.

**Interconnection**

The Company's Distribution Interconnection Tariff shall apply to service under this rider.

**STATE KWH TAX SELF-ASSESSOR CREDIT RIDER**

**Applicability:**

For all end users of electricity approved by the Ohio Department of Taxation as a self-assessing purchaser under the provisions of Section 5727.81 of the Revised Code. This Rider will apply to all bills rendered with meter reading dates occurring on and after January 1, 2006.

**Self-Assessor Credit:**

The Self-Assessor Credit shall equal the Statutory kWh Tax, as calculated based upon the State kWh Tax Rate section of the State and Local Tax Rider and shall effectively apply to all self-assessors. Where the State and Local Tax Rider does not expressly apply to the rate tariff under which the self-assessor receives electric service, the Self-Assessor Credit shall equal the Statutory kWh Tax as calculated based upon the State kWh Tax Rate section of the State and Local Tax Rider. Where the State and Local Tax Rider does expressly apply to the rate tariff under which the self-assessor receives electric service, the Self-Assessor Credit shall equal the Statutory kWh Tax, and shall be effected by not charging the Statutory kWh Tax Rate.

**Residential Transmission and Ancillary Service Rider**

Residential Transmission and Ancillary Service Charges (RTASC) apply to Residential Customers (as defined below), served under the schedules to which this Rider applies.

$$RTASC = RBC \times RTASPC$$

Where:

RBC = Base Charge(s) for the appropriate Residential Schedules as identified below, multiplied by the appropriate usage for the month.

RTASPC = Residential Transmission and Ancillary Service Percent Change, in accordance with the formula set forth below.

$$RTASPC = \left[ \frac{RTAC - RE}{RBR} \right] \left[ \frac{1}{1 - CAT} \right]$$

The RTASPC for the bills rendered July 1, 2008 through December 31, 2008 is 271.17 percent.

Where:

RTAC = The amount of the Company's total projected transmission- and ancillary service-related costs for the Computation Period allocated to Residential Customers.

The Computation Period over which the RTASPC, as computed, and resulting RTASC will apply shall be January 1, 2006 through June 30, 2006 and July 1 through June 30 of each year thereafter.

RE = Net over- or undercollection of the RTAC, including applicable interest, as of the end of the initial 3-month period ending March 31, 2006 and the twelve-month period ending March 31 of each year thereafter that immediately precedes the Computation Period.

RBR = The aggregate base revenue of the Residential Schedules collected through the RBC identified below for the 12-month period ending December 31, 2004, divided by the 2004 class energy sales. For the initial 6-month Computation Period the aggregate base revenue will be for the 6-month period ending June 30, 2004.

CAT = The Ohio Commercial Activity Tax rate (expressed in decimal form) as established in Section 5751.02 of the Ohio Revised Code.

The RTASPCs shall be filed with the Public Utilities Commission of Ohio (Commission) by November 1, 2005 and by May 1 of each year thereafter. The RTASPC, and the resulting RTASC shall become effective for bills rendered on January 1, 2006 and every July 1 thereafter, unless otherwise ordered by the Commission.

Residential Customers are those customers taking all of their retail electric service under the following schedules with the following base charges:

	Transmission and Ancillary Service Residential Base Charges	
	<u>Winter</u>	<u>Summer</u>
<b>Residential Service – Standard Rate (Sheet No. 10)</b>		
<i>For Customers without Water Heating</i>		
First 500 kWh, per kWh	0.377 ¢	0.380 ¢
Over 500 kWh, per kWh	0.377 ¢	0.408 ¢
<i>For Customers with Water Heating</i>		
First 350 kWh, per kWh	0.377 ¢	0.380 ¢
Next 350 kWh, per kWh	0.154 ¢	0.154 ¢
Over 700 kWh, per kWh	0.377 ¢	0.408 ¢
<b>Residential Service – Space Heating Rate (Sheet No. 11)</b>		
<i>For Customers without Water Heating</i>		
First 900 kWh, per kWh	0.508 ¢	0.531 ¢
Over 900 kWh, per kWh	0.183 ¢	0.543 ¢
<i>For Customers with Water Heating</i>		
First 550 kWh, per kWh	0.508 ¢	0.531 ¢
Next 350 kWh, per kWh	0.183 ¢	0.183 ¢
Over 900 kWh, per kWh	0.183 ¢	0.543 ¢
<b>Heat Pump - For Customers without Water Heating</b>		
General Purpose usage, per kWh	0.508 ¢	0.531 ¢
For Submetered usage, per kWh	0.183 ¢	0.543 ¢
<b>Heat Pump - For Customers with Water Heating</b>		
First 550 kWh, per kWh	0.508 ¢	0.531 ¢
Next 350 kWh, per kWh	0.183 ¢	0.183 ¢
Over 900 kWh, per kWh	0.508 ¢	0.543 ¢
For Submetered usage, per kWh	0.183 ¢	0.543 ¢
<b>Residential Service – Optional Time-of-Day (Sheet No. 12)</b>		
All kW, per kW		\$ 1.175



Transmission and Ancillary Service Residential Base Charges
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**Residential Service – Load Management Rate (Sheet No. 17)**

	<u>Winter</u>	<u>Summer</u>
First 250 kWh, per kWh	0.409 ¢	0.413 ¢
Next 250 kWh, per kWh	0.382 ¢	0.386 ¢
Balance to 125 kWh per kW of billing load, per kWh	0.382 ¢	0.417 ¢
Over 125 kWh per kW of billing load, per kWh	0.101 ¢	0.101 ¢

**Residential Service – Water Heating Service (Sheet No. 18)**

First 50 kWh, per kWh	1.289 ¢
Over 50 kWh, per kWh	0.193 ¢

**Residential Service – Optional Electrically Heated Apt. Rate (Sheet No. 19)**

First 350 kWh, per kWh	0.469 ¢	0.474 ¢
Next 750 kWh, per kWh	0.157 ¢	0.487 ¢
Over 1,100 kWh, per kWh	0.446 ¢	0.487 ¢

**Commercial Transmission and Ancillary Service Rider**

Commercial Transmission and Ancillary Service Charges (CTASC) apply to Commercial Customers (as defined below), served under the schedules to which this Rider applies.

$$CTASC = CBC \times CTASPC$$

Where:

CBC = Base Charge(s) for the appropriate Commercial Schedules as identified below, multiplied by the appropriate usage for the month.

CTASPC = Commercial Transmission and Ancillary Service Percent Change, in accordance with the formula set forth below.

$$CTASPC = \left[ \frac{CTAC - CE}{CBR} \right] \left[ \frac{1}{1 - CAT} \right]$$

The CTASPC for the bills rendered July 1, 2008 through December 31, 2008 is 279.99 percent.

Where:

CTAC = The amount of the Company's total projected transmission- and ancillary service-related costs for the Computation Period allocated to Commercial Customers.

Non-Shopping Commercial Customers are Commercial Customers and commercial fixed-price contract customers.

The Computation Period over which the CTASPC, as computed, and resulting CTASC will apply shall be January 1, 2006 through June 30, 2006 and July 1 through June 30 of each year thereafter.

CE = Net over- or undercollection of the CTAC, including applicable interest, from Non-Shopping Commercial Customers as of the end of the initial 3-month period ending March 31, 2006 and the twelve-month period ending March 31 of each year thereafter that immediately precedes the Computation Period.

CBR = The aggregate base revenue of the Commercial Schedules collected through the CBC identified below for the 12-month period ending December 31, 2004, divided by the 2004 class energy sales. For the initial 6-month Computation Period the aggregate base revenue will be for the 6-month period ending June 30, 2004.

CAT = The Ohio Commercial Activity Tax rate (expressed in decimal form) as established in Section 5751.02 of the Ohio Revised Code.

The CTASPCs shall be filed with the Public Utilities Commission of Ohio (Commission) by November 1, 2005 and by May 1 of each year thereafter. The CTASPC, and the resulting CTASC shall become effective for bills rendered on January 1, 2006 and every July 1 thereafter, unless otherwise ordered by the Commission.

Commercial Customers are those customers taking all of their retail electric service under the following schedules with the following base charges:

Transmission and Ancillary Service Commercial Base Charges
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**General Service – Secondary Voltages (Sheet No. 21)**

First 500 kWh, per kWh	0.578 ¢
Balance to 165 kWh per kW of billing load, per kWh	0.627 ¢
Next 85 kWh per kW of billing demand, per kWh	0.175 ¢
Over 250 kWh per kW of billing demand, per kWh	0.117 ¢

**General Service – Secondary Voltages  
Optional Space and Water Heating (Sheet No. 22)**

Controlled Service, All kWh, per kWh	0.156 ¢
Seasonal Service, All kWh, per kWh	0.164 ¢

**Traffic Lighting Service (Sheet No. 31)**

All kWh, per kWh	0.301 ¢
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**Private Outdoor Lighting Service (Sheet No. 32)**

All kWh, per kWh	0.227 ¢
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**Lighting Service – All Night Outdoor Lighting Rate (Sheet No. 33)**

First 500 kWh, per kWh	0.578 ¢
Over 500 kWh, per kWh	0.627 ¢

**Street Lighting Service - Company Owned (Sheet No. 35)**

All kWh, per kWh	0.301 ¢
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**Street Lighting Service – Non-Company Owned (Sheet No. 36)**

All kWh, per kWh	0.301 ¢
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**Industrial Transmission and Ancillary Service Rider**

Industrial Transmission and Ancillary Service Charges (ITASC) apply to Industrial Customers (as defined below), served under the schedules to which this Rider applies.

$$ITASC = IBC \times ITASPC$$

Where:

IBC = Base Charge(s) for the appropriate Industrial Schedules as identified below, multiplied by the appropriate usage for the month.

ITASPC = Industrial Transmission and Ancillary Service Percent Change, in accordance with the formula set forth below.

$$ITASPC = \left[ \frac{ITAC - IE}{IBR} \right] \left[ \frac{1}{1 - CAT} \right]$$

The ITASPC for the bills rendered July 1, 2008 through December 31, 2008 is 262.73 percent.

Where:

ITAC = The amount of the Company's total projected transmission- and ancillary service-related costs for the Computation Period allocated to Industrial Customers.

Non-Shopping Industrial Customers are Industrial Customers and industrial fixed-price contract customers.

The Computation Period over which the ITASPC, as computed, and resulting ITASC will apply shall be January 1, 2006 through June 30, 2006 and July 1 through June 30 of each year thereafter.

IE = Net over- or undercollection of the ITAC, including applicable interest, from Non-Shopping Industrial Customers as of the end of the initial 3-month period ending March 31, 2006 and the twelve-month period ending March 31 of each year thereafter that immediately precedes the Computation Period.

IBR = The aggregate base revenue of the Industrial Schedules collected through the IBC identified below for the 12-month period ending December 31, 2004, divided by the 2004 class energy sales. For the initial 6-month Computation Period the aggregate base revenue will be for the 6-month period ending June 30, 2004.

CAT = The Ohio Commercial Activity Tax rate (expressed in decimal form) as established in Section 5751.02 of the Ohio Revised Code.

The ITASPCs shall be filed with the Public Utilities Commission of Ohio (Commission) by November 1, 2005 and by May 1 of each year thereafter. The ITASPC, and the resulting ITASC shall become effective for bills rendered on January 1, 2006 and every July 1 thereafter, unless otherwise ordered by the Commission.

Industrial Customers are those customers taking all of their retail electric service under the following schedules with the following base charges:

Transmission and Ancillary Service Industrial Base Charges
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**General Service – Large (Sheet No. 23)**

First 2,000 kVa of billing demand, per kVa	\$ 1.375
Next 2,000 kVa of billing demand, per kVa	\$ 1.375
Over 4,000 kVa of billing demand, per kVa	\$ 1.147

**General Service – High Use Manufacturing (Sheet No. 28).**

First 8,000 kVa of billing demand, per kVa	\$ 1.765
Next 16,000 kVa of billing demand, per kVa	\$ 1.469
Over 24,000 kVa of billing demand, per kVa	\$ 1.182

**General Service – Interruptible Electric Arc Furnace Rate (Sheet No. 29)**

All on-peak kWh, per kWh	0.280 ¢
All off-peak kWh, per kWh	0.280 ¢

**Interruptible Rider - Metal Melting Load (Sheet No. 74)**

All on-peak kWh, per kWh	0.294 ¢
All off-peak kWh, per kWh	0.294 ¢

**Interruptible Rider – Incremental Interruptible Service (Sheet No. 75)**

*138 kV*

All on-peak kWh, per kWh	0.280 ¢
All off-peak kWh, per kWh	0.280 ¢

*69 kV*

All on-peak kWh, per kWh	0.288 ¢
All off-peak kWh, per kWh	0.288 ¢

*23-34.5 kV*

All on-peak kWh, per kWh	0.294 ¢
All off-peak kWh, per kWh	0.294 ¢

*Primary*

All on-peak kWh, per kWh	0.303 ¢
All off-peak kWh, per kWh	0.303 ¢

**REGULATORY TRANSITION CHARGE OFFSET (RTCO) RIDER**

This RTCO Rider is effective for bills rendered beginning February 1, 2006 through bills rendered up to and including December 31, 2008 and applies to all customers on tariffs and to all contracts that permit the inclusion of this RTCO Rider.

Each of the Regulatory Transition Charges (RTC) in the applicable tariff will be reduced by the following schedule:

- a. For bills rendered on February 1, 2006 and until December 31, 2006 the RTC will be reduced by .193¢ per kWh.
- b. For bills rendered on January 1, 2007 and until December 31, 2007 the RTC will be reduced by .195¢ per kWh.
- c. For bills rendered on January 1, 2008 and until December 31, 2008 the RTC will be reduced by .196¢ per kWh.

**FUEL RECOVERY MECHANISM**

This Fuel Recovery Mechanism is effective for bills rendered beginning February 1, 2006 and applies to all customers on tariffs and to all contracts that permit the inclusion of this Mechanism.

The Fuel Recovery Mechanism Charges will apply as follows:

- a. For bills rendered on February 1, 2006 and until December 31, 2006 the Fuel Recovery Mechanism charge will be applied at a rate of 0.193¢ per kWh.
- b. For bills rendered on January 1, 2007 and until December 31, 2007 the Fuel Recovery Mechanism charge will be applied at the rate of 0.195¢ per kWh.
- c. For bills rendered on January 1, 2008 and until December 31, 2008 the Fuel Recovery Mechanism charge will be applied at the rate of 0.196¢ per kWh.

**RIDER GR**  
**Green Resource Rider**

**APPLICABILITY:**

Available to customers taking service under the Company's metered rate schedules. This Rider is not available to Percentage of Income Payment Plan customers.

Participation in this program is subject to the Company's ability to procure renewable energy certificates (RECs) from qualifying resources through a competitive bid process. If the total of all kWh under contract under this Rider equals or exceeds the RECs procured by the Company, the Company will endeavor to procure additional RECs consistent with the process described in Case No. 06-1112-EL-UNC.

**CONDITIONS OF SERVICE:**

The purchase of RECs will support the generation of electricity by qualifying resources. Customers may contract to purchase each month a specific number of fixed REC kWh blocks, where each block equals 100 kWh. Customers may elect to purchase a minimum of two (2) blocks per month and a maximum of fifty (50) blocks per month.

Qualifying resources are resources that meet the definition of REC as set forth in Case No. 06-1112-EL-UNC.

**MONTHLY RATE:**

In addition to the rates and charges determined according to the Company's rate schedule under which the customer takes service, the customer shall also pay the following rate for each fixed kWh block under contract on a monthly basis regardless of the customer's actual energy consumption.

Charge (\$ per block)	\$0.50
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**NET MONTHLY BILL:**

Consumers who participate under this Rider will be billed for electric service under all standard applicable tariffs including all applicable riders.

The purchase of RECs, under this rider, will be billed at the applicable rate set forth above multiplied by the number of REC kWh blocks the customer has agreed to purchase per month. The customer's monthly bill will consist of the sum of all kWh billed at the applicable rate tariffs, including all applicable riders and charges, and the agreed to REC kWh blocks billed at the rate set forth above.

**TERMS AND CONDITIONS:**

1. The customer shall enter into a service agreement with Company that shall specify the amount and tariff price of REC kWh blocks they agree to purchase monthly. Customer shall give Company at least thirty (30) days notice prior to cancellation of participation in this rider. Cancellation will be effective on the customer's meter read date following the notice period.
2. Funds collected under this Green Resource Rider will be used to purchase RECs for the program and administer the program.



**RIDER GR**  
**Green Resource Rider**

3. A REC shall mean a tradable unit that represents the commodity formed by unbundling the environmental attributes of a unit of qualifying resource from the underlying electricity. One REC is created and a certificate issued when 1 MWh of energy is created by a qualifying resource. One REC is equivalent to the environmental attributes of one MWh of electricity from a qualifying resource.
4. This Rider shall be in effect through December 31, 2008. Should all REC kWh blocks taken under this Rider exceed the RECs procured by the Company and the Company is unable to procure additional RECs, this Rider will continue until all RECs are utilized at which time this Rider may be withdrawn consistent with the process described in Case No. 06-1112-EL-UNC.

**SERVICE REGULATIONS:**

This Rider is subject to the Company's Standard Rules and Regulations and all provisions rate schedule under which the customer takes service, including all payment provisions. The Company may deny or terminate service under this Rider to customers who are delinquent in payment to the Company.

**FUEL COST RECOVERY RIDER**

This Fuel Cost Recovery Rider is effective for bills rendered beginning with the cycle portion after the effective date of this rider and applies to all customers on tariffs and to all contracts that permit the inclusion of this Rider.

The amount of this Rider reflects increased fuel costs occurring from October 2008 through December 2008 in accordance with Case 05-1125-EL-ATA, et al.

The Fuel Cost Recovery Rider Charge shall equal 0.42645¢ per kWh.

The Fuel Cost Recovery Rider Charge shall be reconciled and updated to reflect the difference between actual and forecasted expenses and the difference between actual and forecasted revenues collected under this Fuel Cost Recovery Rider and to reflect appropriate carrying charges on the differences. It shall be updated quarterly beginning with bills rendered on the first cycle portion of April 2008 and continue through the last quarter of 2008, with further updates occurring until all applicable increased fuel costs as defined in this Rider are fully recovered. Each update may result in a higher or lower monthly charge per kWh.