

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

**OHIO EDISON COMPANY  
AKRON, OHIO**

**SCHEDULE OF RATES  
FOR  
ELECTRIC SERVICE**

**Issued by  
H. Peter Burg  
President & CEO  
Ohio Edison Company  
Akron, Ohio**

**Issued January 1, 2001**

**Effective January 1, 2001**

**Filed under authority of Order No. 99-1212-EL-ETP issued by the Public Utilities Commission of Ohio**

**TABLE OF CONTENTS**

	<b><u>Sheet No.</u></b>	<b><u>Effective Date</u></b>
<b>TABLE OF CONTENTS</b>	1	11-06-2001
<b>COMMUNITIES SERVED</b>	3	1-1-2001
<b>STANDARD RULES AND REGULATIONS</b>	4	1-1-2001
General Provisions	4	1-1-2001
Applications and Contracts	4	1-1-2001
Creditworthiness and Deposits	4	1-1-2001
Character of Service	4	1-1-2001
Applicability of Rate Schedules	4	1-1-2001
Choice of Rate Schedules	4	1-1-2001
Billing	4	1-1-2001
Service Connections and Line Extensions	4	1-1-2001
Use of Service	4	3-22-2001
Meters, Transformers, and Special Facilities	4	1-1-2001
Customer's Wiring and Equipment	4	1-1-2001
Collection of Past Due Bills and Disconnection of Service	4	1-1-2001
Changing Electric Suppliers	4	1-1-2001
Return to Standard Offer Supply	4	1-1-2001
Certified Supplier Billing and Payment	4	1-1-2001
Customer Aggregation	4	1-1-2001
Emergency Electrical Procedures	4	1-1-2001
<b>ELECTRIC SERVICE SCHEDULES</b>		
Residential Standard Rate	10	1-1-2001
Residential Space Heating Rate	11	1-1-2001
Residential Optional Time-of-Day	12	1-1-2001
Residential Optional Controlled Service Riders	14	1-1-2001
Residential Electric Heating Rider	16	1-1-2001
Residential Load Management Rate	17	1-1-2001
Residential Water Heating Service	18	1-1-2001
Residential Optional Electrically Heated Apartment Rate	19	1-1-2001
General Service - Secondary Voltages	21	11-06-2001
General Service - Secondary Voltages - Optional Space and Water Heating Rider	22	11-06-2001
General Service - Large Distribution Primary and Transmission Voltages	23	11-06-2001
General Service - Partial Service Rider	24	1-1-2001
General Service - Unmetered Service	25	1-1-2001
General Service - Industrial Development Assistance Rider	26	1-1-2001
General Service - Demand Ratchet Waiver Rider (Temporary)	27	1-1-2001
General Service - High Use Manufacturing		
- Distribution Primary and Transmission Voltages	28	11-06-2001
General Service - Interruptible Electric Arc Furnace Rate	29	11-06-2001

---

Traffic Lighting Service	31	1-1-2001
Private Outdoor Lighting Service	32	11-06-2001
Lighting Service - All Night Outdoor Lighting Rate	33	11-06-2001
Street Lighting Service - Provisions of Rate	34	1-1-2001
Street Lighting Service - Company Owned	35	1-1-2001
Street Lighting Service - Non-Company Owned	36	1-1-2001
Cogeneration and Small Power Production	50	1-1-2001
Pole Attachment Tariff	51	1-1-2001
Miscellaneous Charges – Disconnection Call Charge	53	1-1-2001
Miscellaneous Charges – Reconnection Charge	53	1-1-2001
Miscellaneous Charges – Dishonored Check Charge	53	1-1-2001
Miscellaneous Charges – Meter Test Charge	53	1-1-2001
Miscellaneous Charges – Tampering/Investigation Charge	53	1-1-2001
Late Payment Charges for Government Accounts	55	1-1-2001
Conservation Service Program	57	1-1-2001
Transition Rate Credit Program - Residential Service	60	1-1-2001
Transition Rate Credit Program - General Service Secondary Voltages	61	1-1-2001
Transition Rate Credit Program - General Service-Large	62	1-1-2001
General Service - Interruptible Rider – General Service Large and High Use Manufacturing	73	1-1-2001
General Service - Interruptible Rider – Metal Melting Load - General Service	74	11-06-2001
General Service - Interruptible Rider – Incremental Interruptible Service - General Service	75	11-06-2001
General Service - Polymer Growth Fund Program	76	1-1-2001
General Service - Experimental Day Ahead Real Time Pricing Program - Firm Power Service	77	11-06-2001
General Service - Experimental Day Ahead Real Time Pricing Program - Interruptible Power	78	11-06-2001
General Service - Experimental Day Ahead Real Time Pricing Program - Secondary Voltage	79	11-06-2001
Experimental Power Curtailment Program	81	1-1-2001
Universal Service Rider	90	1-1-2001
Temporary Rider for EEF	91	1-1-2001
EFC Rider	93	1-1-2001
Net Energy Metering Rider	94	1-1-2001
State kWh Tax Self-Assessor Credit Rider	95	11-06-2001

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

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.
- 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.
- 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/277 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.

## 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.

**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.
- 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.

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:** Line extensions shall mean the provision of such facilities (poles, fixtures, wires and appurtenances) as are necessary for delivering electrical energy for general use along public highways or the Company's rights of way to one or more customers located such that they cannot be adequately supplied from a secondary system of the Company's existing distribution system.
- 2. Construction of line extensions:** Except as may otherwise be required by law (e.g. rural customers), the Company's electric service lines will be extended such distances as in the judgment of the Company is justified by the anticipated distribution charge revenue from the service to be provided by such line, or, if the Company deems the anticipated Distribution revenue insufficient to justify such line, the Company may require a long-term contract and a written guarantee and/or a deposit to cover all or any portion of the construction costs in addition to any minimum payment required by the applicable rate.
- 3. Line extensions on private property:** Customers that require line extensions to be constructed on private property shall in all cases provide, without cost to the Company, tree trimming and an easement for right-of-way in a form acceptable to the Company before construction is started. If the line extension is constructed by the customer, it shall conform to the Company's standards of construction before connection is made by the Company to its distribution system. 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 electric service to any applicant located adjacent to such line extension and the further right to construct other extensions from the distribution facilities so constructed.

4. **Relocation for Residential, Commercial or Industrial Customer:** A change in location of an overhead or underground service for the customer's convenience will be done 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 will be made in accordance with the contractual agreement established with the government entity involved.

## 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.
  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



- D.** may create a hazard or disturb, impair or interfere with the Company's service to other customers.
- E. 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.
- F. Unbalanced loads:** The customer shall not use three phase electric service in such a manner as to impose an unreasonable unbalance between phases.
- G. 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.

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.
- 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.

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 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; disconnecting and reconnecting an overhead service drop at customer request (e.g. for siding work); 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.

## **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, Chapter 4901:1-18, "Rules, Regulations And Practices Governing The Disconnection Of Gas, Natural Gas Or Electric Service To Residential Service."

The Company procedures for disconnecting service to nonresidential customers will be as specified in the Ohio Administrative Code, Chapter 4901:1-10-17, "Payment Schedule And Disconnection Procedures For Nonpayment By Nonresidential Customers."

- 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
  - 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.

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 the following:
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.
  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.

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.

- 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 O.A.C. 4901: 1-10-22 (I).
- 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. The Company will not initiate its electric service termination procedures for non-payment of charges payable to a Certified Supplier.
- 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, excluding any amount it has billed to the customer on behalf of a Certified Supplier. If the Certified Supplier imposes a late payment fee or other fee, the Company will accept the representation of the Certified Supplier that the fee is appropriate, and will include the fee on the customer's bill for collection and subsequent transmittal to the Certified Supplier.
- F. Collection Activity:** The Company is not responsible for collection of amounts receivable by the Certified Supplier.

## **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.

## **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.
- (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;
  - (a) 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.

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.

(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.

(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.

"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:

- (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.
- (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.

- (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.

- (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, Transmission Charges, Ancillary Service Charges (except as provided below), Generation Transition 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:**

Customer Charge for Customers without Water Heating *:	\$4.05
Customer Charge for Customers with Water Heating *:	\$7.05

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	2.806¢	2.841¢
Over 500 kWh, per kWh	2.806¢	3.102¢
<b><u>For Customers with Water Heating *:</u></b>		
First 350 kWh, per kWh	2.806¢	2.841¢
Next 350 kWh, per kWh	0.717¢	0.717¢
Over 700 kWh, per kWh	2.806¢	3.102¢



<b><u>Transmission Charges:</u></b>	<b><u>Winter</u></b>	<b><u>Summer</u></b>
<b><u>For Customers without Water Heating *:</u></b>		
First 500 kWh, per kWh	0.299¢	0.302¢
Over 500 kWh, per kWh	0.299¢	0.330¢
<b><u>For Customers with Water Heating *:</u></b>		
First 350 kWh, per kWh	0.299¢	0.302¢
Next 350 kWh, per kWh	0.076¢	0.076¢
Over 700 kWh, per kWh	0.299¢	0.330¢

**Ancillary Services Charges:**

Scheduling, System Control and Dispatch Service	For all kWh, per kWh	0.012¢
Reactive Supply Voltage Control from Generation Sources	For all kWh, per kWh	0.021¢
Regulation and Frequency Response Service **	For all kWh, per kWh	0.014¢
Operating Reserve -- Spinning Reserve Service **	For all kWh, per kWh	0.021¢
Operating Reserve -- Supplemental Reserve Service **	For all kWh, per kWh	0.010¢

\*\* This service may be supplied by the Company or may be competitively supplied. This charge will not apply if the customer has demonstrated to the Company's satisfaction that the service is supplied by a Certified Supplier.

	<b><u>Winter</u></b>	<b><u>Summer</u></b>
<b><u>Generation Transition Charge:</u></b>		
Energy Charge:		
<b><u>For Customers without Water Heating *:</u></b>		
First 500 kWh, per kWh	2.173¢	2.200¢
Over 500 kWh, per kWh	2.173¢	2.402¢
<b><u>For Customers with Water Heating *:</u></b>		
First 350 kWh, per kWh	2.173¢	2.200¢
Next 350 kWh, per kWh	0.556¢	0.556¢
Over 700 kWh, per kWh	2.173¢	2.402¢

**Regulatory Transition Charge:**

Energy Charge:		
<b><u>For Customers without Water Heating *:</u></b>		
First 500 kWh, per kWh	1.598¢	1.618¢
Over 500 kWh, per kWh	1.598¢	1.767¢
<b><u>For Customers with Water Heating *:</u></b>		
First 350 kWh, per kWh	1.598¢	1.618¢
Next 350 kWh, per kWh	0.409¢	0.409¢
Over 700 kWh, per kWh	1.598¢	1.767¢

	<u>Winter</u>	<u>Summer</u>
<b><u>Generation Charge:</u></b>		
Energy Charge:		
<u>For Customers without Water Heating *:</u>		
First 500 kWh, per kWh	4.229¢	4.265¢
Over 500 kWh, per kWh	4.229¢	4.534¢
<u>For Customers with Water Heating *:</u>		
First 350 kWh, per kWh	4.229¢	4.265¢
Next 350 kWh, per kWh	2.069¢	2.069¢
Over 700 kWh, per kWh	4.229¢	4.534¢

**Shopping Credit:**

The Shopping Credit values are subject to annual review and will be determined by the provisions of the Stipulation and Recommendation approved by the Commission in Case No. 99-1212-EL-ETP.

This credit applies only to customers who receive Generation services from a Certified Supplier.

Energy Charge:		
<u>For Customers without Water Heating *:</u>		
First 500 kWh, per kWh	4.204¢	4.256¢
Over 500 kWh, per kWh	4.204¢	4.647¢

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:** 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.

Transition Rate Credit	Sheet No. 60
Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
Net Energy Metering Rider	Sheet No. 94

**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.

**RESIDENTIAL SERVICE**

**Space Heating Rate**

**Availability:**

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, Transmission Charges, Ancillary Service Charges (except as provided below), Generation Transition 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:**

Service Charge for Customers without Water Heating *:	\$4.05
Service Charge for Customers with Water Heating *:	\$7.05

	<b><u>Winter</u></b>	<b><u>Summer</u></b>
Energy Charge:		
<u>For Customers without Water Heating *:</u>		
First 900 kWh, per kWh	2.778¢	2.923¢
Over 900 kWh, per kWh	0.694¢	3.002¢
<u>For Customers with Water Heating *:</u>		
First 550 kWh, per kWh	2.778¢	2.923¢
Next 350 kWh, per kWh	0.694¢	0.694¢
Over 900 kWh, per kWh	0.694¢	3.002¢

**Transmission Charges:****For Customers without Water Heating \*:**

	<b><u>Winter</u></b>	<b><u>Summer</u></b>
First 900 kWh, per kWh	0.433¢	0.456¢
Over 900 kWh, per kWh	0.108¢	0.468¢

**For Customers with Water Heating \*:**

First 550 kWh, per kWh	0.433¢	0.456¢
Next 350 kWh, per kWh	0.108¢	0.108¢
Over 900 kWh, per kWh	0.108¢	0.468¢

**Ancillary Services Charges:**

Scheduling, System Control and Dispatch Service	For all kWh, per kWh	0.011¢
Reactive Supply Voltage Control from Generation Sources	For all kWh, per kWh	0.021¢
Regulation and Frequency Response Service **	For all kWh, per kWh	0.013¢
Operating Reserve -- Spinning Reserve Service **	For all kWh, per kWh	0.020¢
Operating Reserve -- Supplemental Reserve Service **	For all kWh, per kWh	0.010¢

\*\* This service may be supplied by the Company or may be competitively supplied. This charge will not apply if the customer has demonstrated to the Company's satisfaction that the service is supplied by a Certified Supplier.

**Generation Transition Charge:**

## Energy Charge:

**For Customers without Water Heating \*:**

	<b><u>Winter</u></b>	<b><u>Summer</u></b>
First 900 kWh, per kWh	3.249¢	3.419¢
Over 900 kWh, per kWh	0.812¢	3.511¢

**For Customers with Water Heating \*:**

First 550 kWh, per kWh	3.249¢	3.419¢
Next 350 kWh, per kWh	0.812¢	0.812¢
Over 900 kWh, per kWh	0.812¢	3.511¢

**Regulatory Transition Charge:**

## Energy Charge:

**For Customers without Water Heating \*:**

First 900 kWh, per kWh	2.390¢	2.515¢
Over 900 kWh, per kWh	0.597¢	2.583¢

**For Customers with Water Heating \*:**

First 550 kWh, per kWh	2.390¢	2.515¢
Next 350 kWh, per kWh	0.597¢	0.597¢
Over 900 kWh, per kWh	0.597¢	2.583¢

**Generation Charge:**

Energy Charge:

**For Customers without Water Heating \*:**

	<b><u>Winter</u></b>	<b><u>Summer</u></b>
First 900 kWh, per kWh	2.480¢	2.542¢
Over 900 kWh, per kWh	1.619¢	2.574¢

**For Customers with Water Heating \*:**

First 550 kWh, per kWh	2.480¢	2.542¢
Next 350 kWh, per kWh	1.619¢	1.619¢
Over 900 kWh, per kWh	1.619¢	2.574¢

**Shopping Credit:**

The Shopping Credit values are subject to annual review and will be determined by the provisions of the Stipulation and Recommendation approved by the Commission in Case No. 99-1212-EL-ETP.

This credit applies only to customers who receive Generation services from a Certified Supplier.

Energy Charge:

**For Customers without Water Heating \*:**

First 900 kWh, per kWh	6.651¢	7.000¢
Over 900 kWh, per kWh	1.663¢	7.189¢

**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 Charge:**

Service Charge for Customers without Water Heating *:	\$4.05 plus \$1.50 per sub-meter
Service Charge for Customers with Water Heating *:	\$7.05 plus \$1.50 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	2.778¢	2.923¢
For Submetered usage, per kWh	0.694¢	3.002¢
<b><u>For Customers with Water Heating *:</u></b>		
First 550 kWh, of General Purpose usage, per kWh	2.778¢	2.923¢
Next 350 kWh, of General Purpose usage, per kWh	0.694¢	0.694¢
Over 900 kWh, of General Purpose usage, per kWh	0.694¢	3.002¢
For Submetered usage, per kWh	0.694¢	3.002¢

**Transmission Charges:**

<b><u>Energy Charge:</u></b>		
<b><u>For Customers without Water Heating *:</u></b>		
For General Purpose usage, per kWh	0.433¢	0.456¢
For Submetered usage, per kWh	0.108¢	0.468¢
<b><u>For Customers with Water Heating *:</u></b>		
First 550 kWh, of General Purpose usage, per kWh	0.433¢	0.456¢
Next 350 kWh, of General Purpose usage, per kWh	0.108¢	0.108¢
Over 900 kWh, of General Purpose usage, per kWh	0.108¢	0.468¢
For Submetered usage, per kWh	0.108¢	0.468¢

**Ancillary Services Charges:**

Scheduling, System Control and Dispatch Service	For all kWh, per kWh	0.011¢
Reactive Supply Voltage Control from Generation Sources	For all kWh, per kWh	0.021¢
Regulation and Frequency Response Service	For all kWh, per kWh	0.013¢
Operating Reserve -- Spinning Reserve Service	For all kWh, per kWh	0.020¢
Operating Reserve – Supplemental Reserve Service	For all kWh, per kWh	0.010¢

**Generation Transition Charge:****Energy Charge:****For Customers without Water Heating \*:**

	<b><u>Winter</u></b>	<b><u>Summer</u></b>
For General Purpose usage, per kWh	3.249¢	3.419¢
For Submetered usage, per kWh	0.812¢	3.511¢

**For Customers with Water Heating \*:**

First 550 kWh of General Purpose usage, per kWh	3.249¢	3.419¢
Next 350 kWh of General Purpose usage, per kWh	0.812¢	0.812¢
Over 900 kWh of General Purpose usage, per kWh	0.812¢	3.511¢
For Submetered usage, per kWh	0.812¢	3.511¢

**Regulatory Transition Charge:****Energy Charge:****For Customers without Water Heating \*:**

For General Purpose usage per kWh	2.390¢	2.515¢
For Submetered usage, per kWh	0.597¢	2.583¢

**For Customers with Water Heating \*:**

First 550 kWh of General Purpose usage, per kWh	2.390¢	2.515¢
Next 350 kWh of General Purpose usage, per kWh	0.597¢	0.597¢
Over 900 kWh of General Purpose usage, per kWh	0.597¢	2.583¢
For Submetered usage, per kWh	0.597¢	2.583¢

**Generation Charge:****Energy Charge:****For Customers without Water Heating \*:**

For General Purpose usage per kWh	2.480¢	2.542¢
For Submetered usage, per kWh	1.619¢	2.574¢

**For Customers with Water Heating \*:**

First 550 kWh of General Purpose usage, per kWh	2.480¢	2.542¢
Next 350 kWh of General Purpose usage, per kWh	1.619¢	1.619¢
Over 900 kWh of General Purpose usage, per kWh	1.619¢	2.574¢
For Submetered usage, per kWh	1.619¢	2.574¢



**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.

**Applicable Riders:**

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

Transition Rate Credit	Sheet No. 60
Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
Net Energy Metering Rider	Sheet No. 94

**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.

---

**RESIDENTIAL SERVICE**

**Optional Time-of-Day**

**Availability:**

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, Transmission Charges, Ancillary Service Charges, Generation Transition 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		\$9.89
Billing Load Charge:	per kW	\$3.034

**Transmission Charges:**

Billing Load Charge:	per kW	\$0.934
----------------------	--------	---------

**Ancillary Services Charges:**

Scheduling, System Control and Dispatch Service	per kW	3.70¢
Reactive Supply Voltage Control from Generation Sources	per kW	6.60¢
Regulation and Frequency Response Service	per kW	4.20¢
Operating Reserve -- Spinning Reserve Service	per kW	6.40¢
Operating Reserve -- Supplemental Reserve Service	per kW	3.20¢

**Generation Transition Charge:**

Energy Charge:	For all kWh, per kWh	2.194¢
----------------	----------------------	--------

**Regulatory Transition Charge:**

Energy Charge:	For all kWh, per kWh	1.614¢
----------------	----------------------	--------

**Generation Charge:**

Energy Charge:	For all kWh, per kWh	(0.803)¢
----------------	----------------------	----------

Billing Load Charge:	per kW	\$6.591
----------------------	--------	---------

**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.

Transition Rate Credit	Sheet No. 60
Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
Net Energy Metering Rider	Sheet No. 94

**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.

---

**RESIDENTIAL SERVICE**

**Optional Controlled Service Riders**

**Availability:**

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 \$3.00 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:

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

The customer charge shall be \$3.00 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 \$3.00 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:**

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, Transmission Charges, Ancillary Service Charges (except as provided below), Generation Transition 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.

	<u>Winter</u>	<u>Summer</u>
<b><u>Distribution Charge:</u></b>		
Customer Charge	\$6.05	\$6.05
Energy Charge:		
First 250 kWh, per kWh	2.473¢	2.502¢
Next 250 kWh, per kWh	2.286¢	2.315¢
Balance to 125 kWh per kW of billing load, per kWh	2.286¢	2.527¢
Over 125 kWh per kW of billing load, per kWh	0.374¢	0.374¢

<b><u>Transmission Charges:</u></b>		
First 250 kWh, per kWh	0.363¢	0.367¢
Next 250 kWh, per kWh	0.336¢	0.340¢
Balance to 125 kWh per kW of billing load, per kWh	0.336¢	0.371¢
Over 125 kWh per kW of billing load, per kWh	0.055¢	0.055¢

<b><u>Ancillary Services Charges:</u></b>		
Scheduling, System Control and Dispatch Service	For all kWh, per kWh	0.010¢
Reactive Supply Voltage Control from Generation Sources	For all kWh, per kWh	0.010¢
Regulation and Frequency Response Service**	For all kWh, per kWh	0.007¢
Operating Reserve -- Spinning Reserve Service **	For all kWh, per kWh	0.012¢
Operating Reserve – Supplemental Reserve Service **	For all kWh, per kWh	0.007¢

\*\* This service may be supplied by the Company or may be competitively supplied. This charge will not apply if the customer has demonstrated to the Company's satisfaction that the service is supplied by a Certified Supplier.

<b><u>Generation Transition Charge:</u></b>		
Energy Charge:		
First 250 kWh, per kWh	2.995¢	3.029¢
Next 250 kWh, per kWh	2.769¢	2.803¢
Balance to 125 kWh per kW of billing load, per kWh	2.769¢	3.060¢
Over 125 kWh per kW of billing load, per kWh	0.453¢	0.453¢

	<u>Winter</u>	<u>Summer</u>
<b><u>Regulatory Transition Charge:</u></b>		
Energy Charge:		
First 250 kWh, per kWh	2.203¢	2.228¢
Next 250 kWh, per kWh	2.037¢	2.062¢
Balance to 125 kWh per kW of billing load, per kWh	2.037¢	2.251¢
Over 125 kWh per kW of billing load, per kWh	0.333¢	0.333¢

**Generation Charge:**

Energy Charge:		
First 250 kWh, per kWh	3.902¢	3.931¢
Next 250 kWh, per kWh	3.708¢	3.737¢
Balance to 125 kWh per kW of billing load, per kWh	3.708¢	3.957¢
Over 125 kWh per kW of billing load, per kWh	1.743¢	1.743¢

**Shopping Credit:**

The Shopping Credit values are subject to annual review and will be determined by the provisions of the Stipulation and Recommendation approved by the Commission in Case No. 99-1212-EL-ETP.

This credit applies only to customers who receive Generation services from a Certified Supplier.

Energy Charge:		
First 250 kWh, per kWh	7.373¢	7.458¢
Next 250 kWh, per kWh	6.816¢	6.900¢
Balance to 125 kWh per kW of billing load, per kWh	6.816¢	7.534¢
Over 125 kWh per kW of billing load, per kWh	1.115¢	1.115¢

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:

Transition Rate Credit	Sheet No. 60
Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
Net Energy Metering Rider	Sheet No. 94

**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.

---

**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, Transmission Charges, Ancillary Service Charges, Generation Transition 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 Charge:**

Customer Charge	\$5.00
Energy Charge:	
First 50 kWh, per kWh	0.168¢
Additional kWh, per kWh	0.015¢

**Transmission Charges:**

First 50 kWh, per kWh	1.205¢
Additional kWh, per kWh	0.109¢

**Ancillary Services Charges:**

Scheduling, System Control and Dispatch Service	per kWh	0.013¢
Reactive Supply Voltage Control from Generation Sources	per kWh	0.023¢
Regulation and Frequency Response Service	per kWh	0.015¢
Operating Reserve -- Spinning Reserve Service	per kWh	0.022¢
Operating Reserve -- Supplemental Reserve Service	per kWh	0.011¢

**Generation Transition Charge:**

Energy Charge:

First 50 kWh, per kWh	8.083¢
Additional kWh, per kWh	0.730¢

**Regulatory Transition Charge:**

Energy Charge:

First 50 kWh, per kWh	5.945¢
Additional kWh, per kWh	0.537¢

**Generation Charge:**

Energy Charge:

First 50 kWh, per kWh	8.431¢
Additional kWh, per kWh	1.963¢

**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:

Transition Rate Credit	Sheet No. 60
Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
Net Energy Metering Rider	Sheet No. 94

**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, Transmission Charges, Ancillary Service Charges (except as provided below), Generation Transition 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>Winter</u></b>	<b><u>Summer</u></b>
<b><u>Distribution Charge:</u></b>		
Customer Charge	\$4.05	\$4.05
Energy Charge:		
First 350 kWh, per kWh	2.900¢	2.934¢
Next 750 kWh, per kWh	0.701¢	3.029¢
Over 1,100 kWh, per kWh	2.740¢	3.029¢
 <b><u>Transmission Charges:</u></b>		
Energy Charge:		
First 350 kWh, per kWh	0.412¢	0.417¢
Next 750 kWh, per kWh	0.100¢	0.430¢
Over 1,100 kWh, per kWh	0.389¢	0.430¢

**Ancillary Services Charges:**

Scheduling, System Control and Dispatch Service	For all kWh, per kWh	0.011¢
Reactive Supply Voltage Control from Generation Sources	For all kWh, per kWh	0.012¢
Regulation and Frequency Response Service **	For all kWh, per kWh	0.010¢
Operating Reserve -- Spinning Reserve Service **	For all kWh, per kWh	0.016¢
Operating Reserve – Supplemental Reserve Service **	For all kWh, per kWh	0.008¢

\*\*This service may be supplied by the Company or may be competitively supplied. This charge will not apply if the customer has demonstrated to the Company's satisfaction that the service is supplied by a Certified Supplier.

	<u>Winter</u>	<u>Summer</u>
<b><u>Generation Transition Charge:</u></b>		
Energy Charge:		
First 350 kWh, per kWh	3.085¢	3.121¢
Next 750 kWh, per kWh	0.745¢	3.222¢
Over 1,100 kWh, per kWh	2.915¢	3.222¢

**Regulatory Transition Charge:**

Energy Charge:		
First 350 kWh, per kWh	2.270¢	2.296¢
Next 750 kWh, per kWh	0.548¢	2.370¢
Over 1,100 kWh, per kWh	2.144¢	2.370¢

**Generation Charge:**

Energy Charge:		
First 350 kWh, per kWh	3.029¢	3.049¢
Next 750 kWh, per kWh	1.753¢	3.104¢
Over 1,100 kWh, per kWh	2.937¢	3.104¢

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 Credit:**

The Shopping Credit values are subject to annual review and will be determined by the provisions of the Stipulation and Recommendation approved by the Commission in Case No. 99-1212-EL-ETP.

This credit applies only to customers who receive Generation services from a Certified Supplier.

	<u>Winter</u>	<u>Summer</u>
Energy Charge:		
First 350 kWh, per kWh	5.767¢	5.834¢
Next 750 kWh, per kWh	1.393¢	6.023¢
Over 1,100 kWh, per kWh	5.449¢	6.023¢

**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.

Transition Rate Credit	Sheet No. 60
Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
Net Energy Metering Rider	Sheet No. 94

**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:**

	Minimum Insulating Value Of Insulation Installed
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
  - 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. From 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.

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.

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.

---

**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, Transmission Charges, and Ancillary Service Charges (except as provided below), Generation Transition 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:**

Customer Charge	\$15.88
Energy Charge:	
First 500 kWh, per kWh	1.873¢
Balance to 165 kWh per kW of billing demand, per kWh	2.059¢
Next 85 kWh per kW of billing demand, per kWh	0.357¢
Over 250 kWh per kW of billing demand, per kWh	0.138¢

**Transmission Charges:**

Energy Charge:	
First 500 kWh, per kWh	0.498¢
Balance to 165 kWh per kW of billing demand, per kWh	0.547¢
Next 85 kWh per kW of billing demand, per kWh	0.095¢
Over 250 kWh per kW of billing demand, per kWh	0.037¢



**Ancillary Services Charges:**

Scheduling, System Control and Dispatch Service per kWh	0.012¢
Reactive Supply Voltage Control from Generation Sources per kWh	0.022¢
Regulation and Frequency Response Service per kWh*	0.014¢
Operating Reserve -- Spinning Reserve Service per kWh*	0.021¢
Operating Reserve – Supplemental Reserve Service per kWh*	0.011¢

\* This service may be supplied by the Company or may be competitively supplied. This charge will not apply if the customer has demonstrated to the Company's satisfaction that the service is supplied by a Certified Supplier.

**Generation Transition Charge:**

Energy Charge:	
First 500 kWh, per kWh	3.526¢
Balance to 165 kWh per kW of billing demand, per kWh	3.877¢
Next 85 kWh per kW of billing demand, per kWh	0.672¢
Over 250 kWh per kW of billing demand, per kWh	0.260¢

**Regulatory Transition Charge:**

Energy Charge:	
First 500 kWh, per kWh	2.594¢
Balance to 165 kWh per kW of billing demand, per kWh	2.852¢
Next 85 kWh per kW of billing demand, per kWh	0.495¢
Over 250 kWh per kW of billing demand, per kWh	0.191¢

**Generation Charge:**

Energy Charge:	
First 500 kWh, per kWh	6.524¢
Balance to 165 kWh per kW of billing demand, per kWh	7.040¢
Next 85 kWh per kW of billing demand, per kWh	2.316¢
Over 250 kWh per kW of billing demand, per kWh	1.709¢

**Shopping Credit:**

The Shopping Credit values are subject to annual review and will be determined by the provisions of the Stipulation and Recommendation approved by the Commission in Case No. 99-1212-EL-ETP.

This credit applies only to customers who receive Generation services from a Certified Supplier.

Energy Charge:

First 500 kWh, per kWh	6.610¢
Balance to 165 kWh per kW of billing demand, per kWh	7.266¢
Next 85 kWh per kW of billing demand, per kWh	1.260¢
Over 250 kWh per kW of billing demand, per kWh	0.488¢

**Minimum Charge:**

Except in the case of seasonal or temporary discontinuance of service the Minimum Charge shall be \$ 15.88 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:

Transition Rate Credit	Sheet No. 61
Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
Electric Fuel Component	Sheet No. 93
Net Energy Metering Rider	Sheet No. 94
State kWh Tax Self-Assessor Credit Rider	Sheet No. 95

**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 tagging 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.

---

**GENERAL SERVICE SECONDARY VOLTAGES**

**Optional Space and Water Heating Rider**

**Availability:**

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, Transmission Charges, Ancillary Service Charges, Generation Transition 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	\$7.00
Energy Charges	
Controlled Service All kWh, per kWh	0.286¢
Seasonal Service All kWh, per kWh	0.315¢

**Transmission Charges:**

Energy Charges	
Controlled Service All kWh, per kWh	0.076¢
Seasonal Service All kWh, per kWh	0.084¢

**Ancillary Services Charges:**

Scheduling, System Control and Dispatch Service per kWh	0.012¢
Reactive Supply Voltage Control from Generation Sources per kWh	0.022¢
Regulation and Frequency Response Service per kWh	0.014¢
Operating Reserve -- Spinning Reserve Service per kWh	0.021¢
Operating Reserve – Supplemental Reserve Service per kWh	0.011¢

**Generation Transition Charge:**

Energy Charges	
Controlled Service All kWh, per kWh	0.538¢
Seasonal Service All kWh, per kWh	0.592¢

**Regulatory Transition Charge:**

Energy Charges	
Controlled Service All kWh, per kWh	0.396¢
Seasonal Service All kWh, per kWh	0.436¢

**Generation Charge:**

Energy Charges

Controlled Service All kWh, per kWh	2.119¢
Seasonal Service All kWh, per kWh	2.198¢

**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:

Transition Rate Credit	Sheet No. 61
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

**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, Transmission Charges, Ancillary Service Charges (except as provided below), Generation Transition 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:**

Capacity Charge:

First 2,000 kVA of billing demand, per kVA	\$2.000
Next 2,000 kVA of billing demand, per kVA	\$2.000
Additional kVA of billing demand over 4,000 kVA, per kVA	\$1.574

**Transmission Charges:**

Capacity Charge:

First 2,000 kVA of billing demand, per kVA	\$1.073
Next 2,000 kVA of billing demand, per kVA	\$1.073
Additional kVA of billing demand over 4,000 kVA, per kVA	\$0.845

**Ancillary Services Charges:**

Scheduling, System Control and Dispatch Service, per kVA	4.60¢
Reactive Supply Voltage Control from Generation Sources, per kVA	8.30¢
Regulation and Frequency Response Service per kVA*	5.30¢
Operating Reserve -- Spinning Reserve Service, per kVA*	8.00¢
Operating Reserve – Supplemental Reserve Service per kVA*	4.00¢

\* This service may be supplied by the Company or may be competitively supplied. This charge will not apply if the customer has demonstrated to the Company's satisfaction that the service is supplied by a Certified Supplier.



**Generation Transition Charge:**

Energy Charges

First 250 kWh per kVA of billing demand, per kWh	3.021¢
Over 250 kWh per kVA of billing demand, per kWh	1.086¢

**Regulatory Transition Charge:**

Energy Charges

First 250 kWh per kVA of billing demand, per kWh	1.810¢
Over 250 kWh per kVA of billing demand, per kWh	0.650¢

**Generation Charge:**

Capacity Charge:

First 2,000 kVA of billing demand, per kVA	\$14.985
Next 2,000 kVA of billing demand, per kVA	\$14.985
Additional kVA of billing demand over 4,000 kVA, per kVA	\$11.729

Energy Charges

First 250 kWh per kVA of billing demand, per kWh	(0.808)¢
Over 250 kWh per kVA of billing demand, per kWh	0.655¢

**Shopping Credit:**

The Shopping Credit values are subject to annual review and will be determined by the provisions of the Stipulation and Recommendation approved by the Commission in Case No. 99-1212-EL-ETP.

This credit applies only to customers who receive Generation services from a Certified Supplier.

Capacity Charge:

First 2,000 kVA of billing demand, per kVA	\$9.574
Next 2,000 kVA of billing demand, per kVA	\$9.574
Additional kVA of billing demand over 4,000 kVA, per kVA	\$7.535

Energy Charges

First 250 kWh per kVA of billing demand, per kWh	1.335¢
Over 250 kWh per kVA of billing demand, per kWh	0.477¢

**Discount:**

All capacity charges and energy charges 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 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.

**Minimum Charge:**

The minimum monthly charge shall be the sum of all capacity charges.

**Applicable Riders:**

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

Transition Rate Credit	Sheet No. 62
Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
Electric Fuel Component	Sheet No. 93
Net Energy Metering Rider	Sheet No. 94
State kWh Tax Self-Assessor Credit Rider	Sheet No. 95

**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		\$3.16		\$1.25		
Primary Voltage, per kVA		\$2.85		\$1.21		
23 & 34.5 kV, per kVA		\$2.38		\$1.17		
69 kV, per kVA		\$2.03		\$1.17		
138 kV, per kVA		\$1.41		\$1.15		
-----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 transition cost recovery split between RTC and GTC in proportion to RTC and GTC charges in the Otherwise Applicable Rate Schedule. If the total applicable RTC and GTC 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

**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.

---

**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.

---

**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 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, Transmission Charges, Ancillary Service Charges (except as provided below), Generation Transition 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:**

Capacity Charge:

First 8,000 kVA of billing demand, per kVA	\$2.617
Next 16,000 kVA of billing demand, per kVA	\$2.065
Additional kVA of billing demand over 24,000 kVA, per kVA	\$1.529

**Transmission Charges:**

Capacity Charge:

First 8,000 kVA of billing demand, per kVA	\$1.404
Next 16,000 kVA of billing demand, per kVA	\$1.108
Additional kVA of billing demand over 24,000 kVA, per kVA	\$0.821

**Ancillary Services Charges:**

Scheduling, System Control and Dispatch Service per kVA	5.50¢
Reactive Supply Voltage Control from Generation Sources per kVA	9.90¢
Regulation and Frequency Response Service per kVA	6.40¢
Operating Reserve -- Spinning Reserve Service per kVA	9.50¢
Operating Reserve – Supplemental Reserve Service per kVA	4.80¢

**Generation Transition Charge:**

Energy Charges	
All kWh, per kWh	2.096¢

**Regulatory Transition Charge:**

Energy Charges	
All kWh, per kWh	1.480¢

**Generation Charge:**

Capacity Charge:	
First 8,000 kVA of billing demand, per kVA	\$12.728
Next 16,000 kVA of billing demand, per kVA	\$9.966
Additional kVA of billing demand over 24,000 kVA, per kVA	\$7.289
Energy Charges	
All kWh, per kWh	(1.161)¢

**Shopping Credit:**

The Shopping Credit values are subject to annual review and will be determined by the provisions of the Stipulation and Recommendation approved by the Commission in Case No. 99-1212-EL-ETP.

This credit applies only to customers who receive Generation services from a Certified Supplier.

Capacity Charge:

First 8,000 kVA of billing demand, per kVA	\$13.340
Next 16,000 kVA of billing demand, per kVA	\$10.323
Additional kVA of billing demand over 24,000 kVA, per kVA	\$7.599

Energy Charges:

All kWh, per kWh	0.711¢
------------------	--------



**Discount:**

All capacity charges and energy charges 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 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.

**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
Electric Fuel Component	Sheet No. 93
Net Energy Metering Rider	Sheet No. 94
State kWh Tax Self-Assessor Credit Rider	Sheet No. 95

**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:**

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, Transmission Charges, Ancillary Service Charges (except as provided below), Generation Transition 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 Charge:**

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

**Transmission Charges:**

Energy Charges	
All on peak kWh, per kWh	0.218¢
All off peak kWh, per kWh	0.218¢

**Ancillary Services Charges:**

Scheduling, System Control and Dispatch Service per kWh	0.009¢
Reactive Supply Voltage Control from Generation Sources per kWh	0.017¢
Regulation and Frequency Response Service per kWh	0.011¢
Operating Reserve -- Spinning Reserve Service per kWh	0.017¢
Operating Reserve – Supplemental Reserve Service per kWh	0.008¢

**Generation Transition Charge:**

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

**Regulatory Transition Charge:**

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

**Generation Charge:**

Energy Charges

All on peak kWh, per kWh	2.660¢
All off peak kWh, per kWh	0.860¢

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.

**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
Electric Fuel Component	Sheet No. 93
Net Energy Metering Rider	Sheet No. 94
State kWh Tax Self-Assessor Credit Rider	Sheet No. 95

**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.

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

---

<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.



---

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:**

---

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 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, Transmission Charges, Ancillary Service Charges (except as provided below), Generation Transition 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	\$2.00
Energy Charge:	
All kWh, per kWh,	0.549¢

**Transmission Charges:**

Energy Charge:	
All kWh, per kWh,	0.240¢

**Ancillary Services Charges:**

Scheduling, System Control and Dispatch Service per kWh	0.009¢
Reactive Supply Voltage Control from Generation Sources per kWh	0.017¢
Regulation and Frequency Response Service *per kWh	0.011¢
Operating Reserve -- Spinning Reserve Service *per kWh	0.016¢
Operating Reserve – Supplemental Reserve Service *per kWh	0.008¢

\* This service may be supplied by the Company or may be competitively supplied. This charge will not apply if the customer has demonstrated to the Company's satisfaction that the service is supplied by a Certified Supplier.

**Generation Transition Charge:**

Energy Charge:

All kWh, per kWh, 2.194¢

**Regulatory Transition Charge:**

Energy Charge:

All kWh, per kWh, 1.614¢

**Generation Charge:**

Energy Charge:

All kWh, per kWh, (0.194)¢

**Shopping Credit:**

The Shopping Credit values are subject to annual review and will be determined by the provisions of the Stipulation and Recommendation approved by the Commission in Case No. 99-1212-EL-ETP.

This credit applies only to customers who receive Generation services from a Certified Supplier.

Energy Charge:

All kWh, per kWh, 2.390¢

**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:

Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
Net Energy Metering Rider	Sheet No. 94

**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.



**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, Transmission Charges, Ancillary Service Charges (except as provided below), Generation Transition 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**

**Overhead Service**

Lamp Type: Metal Halide

Nominal Lumens	Monthly KWH Per Lamp		Standard Installation	Floodlighting Installation
15,000	69	per kWh	14.675¢	15.979¢
23,000	105	per kWh	10.856¢	10.942¢
40,000	163	per kWh	6.528¢	6.577¢

Lamp Type: Sodium

Nominal Lumens	Nominal Watts	Monthly KWH Per Lamp		Standard Installation	Floodlighting Installation
9,500	100	39	per kWh	19.678¢	19.678¢
27,500	250	105	per kWh	7.085¢	10.875¢
50,000	400	163	per kWh	4.148¢	6.559¢

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

Lamp Type: Sodium CRI

Nominal Lumens	Nominal Watts	Monthly KWH Per Lamp		Standard Floodlighting Installation	Installation
37,500	400	163	per kWh	5.007¢	7.418¢

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 Lumens	Nominal Watts	Monthly KWH Per Lamp		Standard Floodlighting Installation	Installation
7,700	175	70	per kWh	9.009¢	9.009¢
22,500	400	154	per kWh	3.472¢	6.187¢
60,500	1,000	368	per kWh	1.209¢	2.222¢

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	30.530¢

Lamp Type: Sodium

Nominal Lumens	Nominal Watts	Mount Type	Monthly KWH Per Lamp		
5,800	70	16' Post	70	per kWh	45.930¢
9,500	100	16' Post	100	per kWh	33.114¢
3,500	50	10' Post	50	per kWh	42.437¢

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 Lumens	Nominal Watts	Monthly KWH Per Lamp		16' Post Installation
7,700	175	70	per kWh	15.409¢

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

**Ancillary Services Charges: (per Lamp)**

Scheduling, System Control and Dispatch Service	per kWh	0.007¢
Reactive Supply Voltage Control from Generation Sources	per kWh	0.013¢
Regulation and Frequency Response Service **	per kWh	0.008¢
Operating Reserve -- Spinning Reserve Service **	per kWh	0.012¢
Operating Reserve – Supplemental Reserve Service **	per kWh	0.006¢

\*\* This service may be supplied by the Company or may be competitively supplied. This charge will not apply if the customer has demonstrated to the Company's satisfaction that the service is supplied by a Certified Supplier.

Generation Transition Charge	per kWh	1.614¢
Regulatory Transition Charge	per kWh	2.194¢
Transmission Services	per kWh	0.181¢
Generation Charge	per kWh	1.332¢

This credit applies only to customers who receive Generation services from a Certified Supplier.

The Shopping Credit values are subject to annual review and will be determined by the provisions of the Stipulation and Recommendation approved by the Commission in Case No. 99-1212-EL-ETP.

Shopping Credit	per kWh	2.390¢
-----------------	---------	--------

**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
Net Energy Metering Rider	Sheet No. 94
State kWh Tax Self-Assessor Credit Rider	Sheet No. 95

**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 burn 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.

**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, Transmission Charges, Ancillary Service Charges (except as provided below), Generation Transition 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 these charges.

**Distribution Charge:**

Customer Charge		\$5.00
Energy Charge:		
First 500 kWh,	per kWh	8.726¢
Over 500 kWh,	per kWh	8.726¢

**Transmission Charges:**

Energy Charge:		
First 500 kWh,	per kWh	0.498¢
Over 500 kWh,	per kWh	0.547¢

**Ancillary Services Charges:**

Scheduling, System Control and Dispatch Service	per kWh	0.012¢
Reactive Supply Voltage Control from Generation Sources	per kWh	0.022¢
Regulation and Frequency Response Service *	per kWh	0.014¢
Operating Reserve -- Spinning Reserve Service *	per kWh	0.021¢
Operating Reserve – Supplemental Reserve Service *	per kWh	0.011¢

\* This service may be supplied by the Company or may be competitively supplied. This charge will not apply if the customer has demonstrated to the Company's satisfaction that the service is supplied by a Certified Supplier.

**Generation Transition Charge:**

Energy Charge:		
First 500 kWh,	per kWh	3.526¢
Over 500 kWh,	per kWh	3.877¢

**Regulatory Transition Charge:**

Energy Charge:		
First 500 kWh,	per kWh	2.594¢
Over 500 kWh,	per kWh	2.852¢

**Generation Charge:**

Energy Charge:		
First 500 kWh,	per kWh	(0.329)¢
Over 500 kWh,	per kWh	0.373¢





**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
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, Transmission Charges, Ancillary Service Charges (except as provided below), Generation Transition 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 these charges.

INCANDESCENT STREET LIGHTING RATE SCHEDULE (a)

Nominal Lumens	Monthly kWh Per Lamp		Distribution Charges ¢/kWh				
			Monthly Base Rates				Bridge or Underpass Wallpack
			Overhead Service Wood Pole	Overhead Service Metal Pole	Underground Service Post Type	Underground Service Pole Type	
1,000	28	per kWh	19.785¢	--	--	63.143¢	
2,500	66	per kWh	8.085¢	22.525¢	--	26.479¢	
4,000	109	per kWh	6.129¢	13.826¢	--	16.203¢	
6,000	137	per kWh	5.044¢	11.176¢	--	13.271¢	
10,000	208	per kWh	3.728¢	8.108¢	--	9.815¢	
15,000	269	per kWh	3.737¢	7.146¢	--	8.421¢	
25,000	405	per kWh	--	4.596¢	--	--	

(a) For existing installations only.

FLUORESCENT STREET LIGHTING RATE SCHEDULE (a)

Nominal Lumens	Monthly kWh Per Lamp		Distribution Charges ¢/kWh				
			Monthly Base Rate				
			Overhead Service Wood Pole	Metal Pole	Underground Service Post Type	Pole Type	Bridge or Underpass Wallpack
21,800	140	per kWh	9.971¢	16.143¢			
23,000	140	per kWh	10.043¢	16.214¢			
40,800	241	per kWh	6.898¢	10.466¢			

(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 Wood Pole	Metal Pole	Underground Service Post Type	Pole Type	Bridge or Underpass Wallpack
100	39	per kWh	15.502¢	36.682¢	23.195¢	43.169¢	--
175	70	per kWh	7.421¢	19.293¢	12.493¢	23.378¢	11.078¢
250	96	per kWh	5.579¢	15.266¢	10.433¢	20.110¢	8.495¢
250	192	per kWh	--	9.214¢	--	--	--
400	154	per kWh	3.393¢	9.035¢	--	12.665¢	--
400	308	per kWh	--	5.545¢	--	--	--
700	261	per kWh	2.102¢	6.052¢	--	14.922¢	--
1,000	368	per kWh	1.328¢	4.162¢	--	10.372¢	--
1,000	736	per kWh	--	2.859¢	--	5.721¢	--

HIGH PRESSURE SODIUM

Rating in Watts	Monthly kWh Per Lamp		Distribution Charges ¢/kWh				
			Monthly Base Rate				
			Overhead Service Wood Pole	Overhead Service Metal Pole	Underground Service Post Type	Underground Service Pole Type	Bridge or Underpass Wallpack
70	28	per kWh	23.785¢	53.143¢	35.464¢	61.821¢	37.571¢
100	39	per kWh	16.118¢	37.323¢	25.451¢	44.323¢	28.810¢
150	57	per kWh	10.052¢	26.736¢	17.876¢	34.911¢	19.262¢
200	81	per kWh	--	--	--	25.396¢	--
250	105	per kWh	5.326¢	14.174¢	--	19.345¢	10.783¢
310	128	per kWh	--	--	--	16.612¢	--
400	163	per kWh	3.332¢	9.688¢	--	23.847¢	--
400	326	per kWh	--	--	--	13.212¢	--
1,000	368	per kWh	2.029¢	4.603¢	--	11.426¢	--

SPECIAL HIGH PRESSURE SODIUM RATE FOR  
RELAMPING OF EXISTING MERCURY LUMINARIES

FOR 7,700 LUMEN MERCURY:

Rating in Watts	Monthly kWh Per Lamp		Monthly Base Rates				
			Overhead Service Wood Pole	Overhead Service Metal Pole	Underground Service Post Type	Underground Service Pole Type	Bridge or Underpass Wallpack
150	61		\$8.73	\$16.99	\$12.22	\$20.44	\$11.96

FOR 12,000 LUMEN MERCURY:

Nominal Lumens	Monthly kWh Per Lamp		Monthly Base Rates				
			Overhead Service Wood Pole	Overhead Service Metal Pole	Underground Service Post Type	Underground Service Pole Type	Bridge or Underpass Wallpack
215	84		\$9.43	\$18.71	--	\$21.45	\$12.91

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

**Transmission Charges:**

Energy Charges	
All kWh, per kWh	0.240¢

**Ancillary Services Charges:**

Scheduling, System Control and Dispatch Service, per kWh	0.009¢
Reactive Supply Voltage Control from Generation Sources, per kWh	0.017¢
Regulation and Frequency Response Service per kWh*	0.011¢
Operating Reserve -- Spinning Reserve Service per kWh*	0.016¢
Operating Reserve – Supplemental Reserve Service per kWh*	0.008¢

\* This service may be supplied by the Company or may be competitively supplied. If the Company is not supplying this service the charge does not apply.

**Generation Transition Charge:**

Energy Charges	
All kWh, per kWh	2.194¢

**Regulatory Transition Charge:**

Energy Charges	
All kWh, per kWh	1.614¢

**Generation Charge:**

Energy Charges	
All kWh, per kWh	1.332¢

**Shopping Credit:**

The Shopping Credit values are subject to annual review and will be determined by the provisions of the Stipulation and Recommendation approved by the Commission in Case No. 99-1212-EL-ETP.

This credit applies only to customers who receive Generation services from a Certified Supplier.

Energy Credit:	
For all kWh, per kWh	2.390¢

**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
Net Energy Metering Rider	Sheet No. 94



**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, Transmission Charges, Ancillary Service Charges (except as provided below), Generation Transition 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 <u>Lumens</u>	Monthly kWh <u>Per Lamp</u>	Distribution Charges ¢/kWh
		Ornamental, Metal or Concrete Posts
		<u>Monthly Base Rates</u>
1,000	28	16.619¢
2,500	66	6.901¢
4,000	109	4.041¢
6,000	137	3.566¢
10,000	208	3.016¢
15,000	269	2.806¢

FLOUORESCENT LIGHTS – UNDERGROUND SERVICE

		Distribution Charges ¢/kWh		
		Bridge-Mounted Units		
		<u>Monthly Base Rates</u>		
<u>Nominal Lumens</u>	<u>Monthly kWh Per Lamp</u>			
12,000	70	10.788¢		

  

MERCURY LIGHTS – UNDERGROUND SERVICE				
Distribution Charges ¢/kWh				
Monthly Base Rates				
<u>Rating in Watts</u>	<u>Monthly kWh Per Lamp</u>	<u>Post Type</u>	<u>Pole Type</u>	<u>Bridge Underpass Wallpack</u>
100	39	--	8.276¢	--
175	70	3.138¢	4.255¢	3.329¢
250	96	3.898¢	3.769¢	2.836¢
400	154	--	2.517¢	--
700	261	--	2.767¢	--
1,400	522 (Twin)	--	2.849¢	--
1,000	368	--	1.937¢	--
2,000	736 (Twin)	--	2.174¢	--

HIGH PRESSURE SODIUM LIGHTS

Distribution Charges ¢/kWh				
Monthly Base Rates				
<u>Rating in Watts</u>	<u>Monthly kWh Per Lamp</u>	<u>Post Type</u>	<u>Pole Type</u>	<u>Bridge Underpass Wallpack</u>
70	28	9.339¢	--	9.577¢
100	39	6.957¢	8.716¢	6.835¢
150	57	5.299¢	6.285¢	5.131¢
200	81	--	4.892¢	4.080¢
250	105	--	3.792¢	--
310	128	--	3.139¢	--
310	256	--	3.526¢	--
400	163	--	3.770¢	--
1,000	368	--	2.463¢	--

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

<u>Rating in Watts</u>	<u>Monthly kWh Per Lamp</u>	Distribution Charges	
		Monthly Base Rates	
		Location on Highway	
		<u>Side</u>	<u>Center</u>
175	70	2.662¢	4.037¢
250	96	2.598¢	3.829¢
400	154	1.837¢	2.666¢
700	261	1.687¢	2.267¢
1,000	368	1.406¢	1.818¢

Lamp Type: High Pressure Sodium

<u>Rating in Watts</u>	<u>Monthly kWh Per Lamp</u>	Distribution Charges ¢/kWh	
		Monthly Base Rates	
		Location on Highway	
		<u>Side</u>	<u>Center</u>
70	28	7.705¢	11.890¢
100	39	5.785¢	8.765¢
150	57	4.212¢	6.034¢
200	81	3.493¢	5.092¢
250	105	2.757¢	3.982¢
310	128	2.440¢	3.578¢
400	163	2.104¢	2.969¢
1,000	368	1.551¢	2.113¢

Lamp Type: Incandescent

<u>Rating in Watts</u>	<u>Monthly kWh Per Lamp</u>	Distribution Charges ¢/kWh	
		Monthly Base Rates	
		Location on Highway	
		<u>Side</u>	<u>Center</u>
330	137	3.191¢	5.131¢
580	208	3.264¢	5.233¢
750	269	3.272¢	5.150¢

Lamp Type: Fluorescent

<u>Rating in Watts</u>	<u>Monthly kWh Per Lamp</u>	Distribution Charges ¢/kWh	
		Monthly Base Rates	
		Location on Highway	
		<u>Side</u>	<u>Center</u>
320	140	7.038¢	13.666¢

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

Rating <u>in Watts</u>	Monthly kWh <u>Per Lamp</u>	Distribution Charges ¢/kWh	
		Monthly Base Rates	
		Location on Highway	
		<u>Side</u>	<u>Center</u>
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:

**Transmission Charges:**

Energy Charges

All kWh,	per kWh	0.240¢
----------	---------	--------

**Ancillary Services Charges:**

Scheduling, System Control and Dispatch Service	per kWh	0.009¢
Reactive Supply Voltage Control from Generation Sources	per kWh	0.017¢
Regulation and Frequency Response Service *	per kWh	0.011¢
Operating Reserve -- Spinning Reserve Service *	per kWh	0.016¢
Operating Reserve – Supplemental Reserve Service *	per kWh	0.008¢

\* This service may be supplied by the Company or may be competitively supplied. If the Company is not supplying this service the charge does not apply.

**Generation Transition Charge:**

Energy Charges

All kWh,	per kWh	2.126¢
----------	---------	--------

**Regulatory Transition Charge:**

Energy Charges

All kWh,	per kWh	1.584¢
----------	---------	--------

**Generation Charge:**

Energy Charges

All kWh,	per kWh	1.217¢
----------	---------	--------

**Shopping Credit:**

The Shopping Credit values are subject to annual review and will be determined by the provisions of the Stipulation and Recommendation approved by the Commission in Case No. 99-1212-EL-ETP.

This credit applies only to customers who receive Generation services from a Certified Supplier.

Energy Credit:

For all kWh, per kWh	2.390¢
----------------------	--------

**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:

**Rate:**

Monthly charges per customer for all customers served under this schedule shall include Transmission Charges, Ancillary Service Charges (except as provided below), Generation Transition 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 Charges:**

Energy Charges

All kWh,	per kWh	0.240¢
----------	---------	--------

**Ancillary Services Charges:**

Scheduling, System Control and Dispatch Service	per kWh	0.009¢
Reactive Supply Voltage Control from Generation Sources	per kWh	0.017¢
Regulation and Frequency Response Service *	per kWh	0.011¢
Operating Reserve -- Spinning Reserve Service *	per kWh	0.016¢
Operating Reserve – Supplemental Reserve Service *	per kWh	0.008¢

\* This service may be supplied by the Company or may be competitively supplied. If the Company is not supplying this service the charge does not apply.

**Generation Transition Charge:**

Energy Charges

All kWh,	per kWh	2.133¢
----------	---------	--------

**Regulatory Transition Charge:**

Energy Charges

All kWh,	per kWh	1.612¢
----------	---------	--------

**Generation Charge:**

Energy Charges

All kWh,	per kWh	0.424¢
----------	---------	--------

**Shopping Credit:**

---

The Shopping Credit values are subject to annual review and will be determined by the provisions of the Stipulation and Recommendation approved by the Commission in Case No. 99-1212-EL-ETP.

This credit applies only to customers who receive Generation services from a Certified Supplier.

Energy Charges

All kWh, per kWh 2.390¢

**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
Net Energy Metering Rider	Sheet No. 94



---

**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:

---

**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.

---

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.

---

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.

---

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.

---

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).

**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.

**TRANSITION RATE CREDIT PROGRAM**

**RESIDENTIAL SERVICE**

In conformity with the Commission Entry issued in Ohio Edison Case No. 95-830-EL-UNC, the customer/service charge in the following residential rates shall be reduced.

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

**Credit A**

The customer/service charge in the above tariffs shall be reduced by \$1.50 per month commencing with bills rendered January 1, 2001 and continuing as long as Regulatory Transition Charges are in effect, or with bills rendered on December 31, 2005, whichever occurs last.

**Credit B**

In conformity with Section 4928.33 of the Ohio Revised Code to reflect a rate reduction for residential customers, the monthly amount of billed Generation Charges, Regulatory Transition Charges and Generation Transition Charges resulting from the application of any residential rate for the above tariffs, shall be reduced by five percent (5.0%) through December 21, 2005.

**TRANSITION RATE CREDIT PROGRAM**

**GENERAL SERVICE SECONDARY VOLTAGES**

In conformity with the Commission Entry issued in Ohio Edison Case No. 95-830-EL-UNC, General Services Secondary Voltages, Original Sheet No. 21 and General Services Secondary Voltages, Optional Space and Water Heating Rider, Original Sheet No. 22, shall be reduced as follows:

Beginning with the bills rendered on the effective date of this Rider and continuing through December, 2005, the total monthly amount billed under the Generation Charge resulting from the application of the General Service Secondary Voltages, Original Sheet No. 21 and General Services Secondary Voltages, Optional Space and Water Heating Rider, Original Sheet No. 22, shall be reduced by \$1.50 per month.

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

---

**TRANSITION RATE CREDIT PROGRAM**

**GENERAL SERVICE - LARGE**

In conformity with the Commission Entry issued in Ohio Edison Case No. 95-830-EL-UNC, General Service - Large (Distribution Primary and Transmission Voltages) - Original Sheet No. 23 shall be reduced by the following:

**Capacity Charge Reduction:**

Beginning with the effective date of this Rider, the Generation capacity charge of the General Service Large (Distribution Primary and Transmission Voltages) tariff, Original Sheet No. 23, shall be reduced by the following amounts each year. The initial reduction shall be effective beginning with bills rendered on the effective date of this Rider and beginning in 1997 each revenue month of January:

<u>Year</u>	<u>Each kVA Greater Than 2,000 kVA and Less Than or Equal to 4,000 kVA</u>	<u>Each kVA Greater Than 4,000 kVA</u>
2001	\$ 2.700 per kVA	\$ 5.000 per kVA
2002	\$ 3.150 per kVA	\$ 5.000 per kVA
2003	\$ 3.600 per kVA	\$ 5.000 per kVA
2004	\$ 4.050 per kVA	\$ 5.000 per kVA
2005	\$ 4.500 per kVA	\$ 5.000 per kVA

**Energy Charge Reduction:**

Beginning with bills rendered on the effective date of this Rider and continuing for bills rendered through December 31, 2005, the first 250 kWh per kVA of billing demand block of the Generation energy charge in General Service - Large (Distribution Primary and Transmission Voltages), Original Sheet No. 23, shall be reduced by 0.060¢ per kWh .

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

**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

---

<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:**

---

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, Transmission Charges, Ancillary Service Charges (except as provided below), Generation Transition 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 Charges:**

Energy Charges			
All on peak kWh,	per kWh		0.229¢
All off peak kWh,	per kWh		0.229¢

**Ancillary Services Charges:**

Scheduling, System Control and Dispatch Service	per kWh		0.010¢
Reactive Supply Voltage Control from Generation Sources	per kWh		0.017¢
Regulation and Frequency Response Service	per kWh		0.012¢
Operating Reserve -- Spinning Reserve Service	per kWh		0.017¢
Operating Reserve – Supplemental Reserve Service	per kWh		0.009¢

**Generation Transition Charge:**

Energy Charges

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

**Regulatory Transition Charge:**

Energy Charges

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

**Generation Charge:**

Energy Charges

All on peak kWh,	per kWh	5.122¢
All off peak kWh,	per kWh	4.012¢

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:

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

**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 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

---

<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.

## **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, Transmission Charges, Ancillary Service Charges (except as provided below), Generation Transition 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 Charge:**

<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 Charges:**

Energy Charges

138 kV on peak kWh,	per kWh	0.218¢
138 kV off peak kWh,	per kWh	0.218¢
69 kV on peak kWh,	per kWh	0.224¢
69 kV off peak kWh,	per kWh	0.224¢
23 and 34.5 kV on peak kWh,	per kWh	0.229¢
23 and 34.5 kV off peak kWh,	per kWh	0.229¢
Primary voltage on peak kWh,	per kWh	0.236¢
Primary voltage off peak kWh,	per kWh	0.236¢

**Ancillary Services Charges:**

Scheduling, System Control and Dispatch Service

138 kV on peak kWh,	per kWh	0.009¢
138 kV off peak kWh,	per kWh	0.009¢
69 kV on peak kWh,	per kWh	0.010¢
69 kV off peak kWh,	per kWh	0.010¢
23 and 34.5 kV on peak kWh,	per kWh	0.010¢
23 and 34.5 kV off peak kWh,	per kWh	0.010¢
Primary voltage on peak kWh,	per kWh	0.010¢
Primary voltage off peak kWh,	per kWh	0.010¢

Reactive Supply Voltage Control from Generation Sources

138 kV on peak kWh,	per kWh	0.017¢
138 kV off peak kWh,	per kWh	0.017¢
69 kV on peak kWh,	per kWh	0.017¢
69 kV off peak kWh,	per kWh	0.017¢
23 and 34.5 kV on peak kWh,	per kWh	0.017¢
23 and 34.5 kV off peak kWh,	per kWh	0.017¢
Primary voltage on peak kWh,	per kWh	0.018¢
Primary voltage off peak kWh,	per kWh	0.018¢

Regulation and Frequency Response Service

138 kV on peak kWh,	per kWh	0.011¢
138 kV off peak kWh,	per kWh	0.011¢
69 kV on peak kWh,	per kWh	0.011¢
69 kV off peak kWh,	per kWh	0.011¢
23 and 34.5 kV on peak kWh,	per kWh	0.012¢
23 and 34.5 kV off peak kWh,	per kWh	0.012¢
Primary voltage on peak kWh,	per kWh	0.012¢
Primary voltage off peak kWh,	per kWh	0.012¢

Operating Reserve -- Spinning Reserve Service

138 kV on peak kWh,	per kWh	0.017¢
138 kV off peak kWh,	per kWh	0.017¢
69 kV on peak kWh,	per kWh	0.017¢
69 kV off peak kWh,	per kWh	0.017¢
23 and 34.5 kV on peak kWh,	per kWh	0.017¢
23 and 34.5 kV off peak kWh,	per kWh	0.017¢
Primary voltage on peak kWh,	per kWh	0.018¢
Primary voltage off peak kWh,	per kWh	0.018¢

Operating Reserve – Supplemental Reserve Service

138 kV on peak kWh,	per kWh	0.008¢
138 kV off peak kWh,	per kWh	0.008¢
69 kV on peak kWh,	per kWh	0.009¢
69 kV off peak kWh,	per kWh	0.009¢
23 and 34.5 kV on peak kWh,	per kWh	0.009¢
23 and 34.5 kV off peak kWh,	per kWh	0.009¢
Primary voltage on peak kWh,	per kWh	0.009¢
Primary voltage off peak kWh,	per kWh	0.009¢

**Generation Transition Charge:**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 Charge:**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 Charge:**Energy Charges

138 kV on peak kWh,	per kWh	3.510¢
138 kV off peak kWh,	per kWh	1.300¢
69 kV on peak kWh,	per kWh	3.724¢
69 kV off peak kWh,	per kWh	1.364¢
23 and 34.5 kV on peak kWh,	per kWh	3.902¢
23 and 34.5 kV off peak kWh,	per kWh	1.422¢
Primary voltage on peak kWh,	per kWh	3.965¢
Primary voltage off peak kWh,	per kWh	1.435¢

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:

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

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.

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.

---

<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.



---

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

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 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.



## **Experimental Day Ahead Real Time Pricing Program**

### **Firm Power Service**

#### **Availability:**

Available to Full Service customers served under General Service-Large, Rate 23 and General Service-High Use Manufacturing, Rate 28, including Special Arrangements for Economic Development and Shoulder Hour Agreements. The number of customers permitted on this experimental rate in conjunction with Rate Schedule 78 will be limited to no more than a total of forty-three (43) customers whose billing maximum 30-minute demands exceed 100 kVA. These customers will be selected by the Company and will be limited to 500 MW of 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%. This experimental rate is available to customers served through one meter for each installation. Service under the RTP Program will be offered on an experimental basis through December 31, 2002, unless earlier terminated by the Company. Customers must enter into the written service agreement. A Full Service customer is one that receives all retail electric services from the Company.

#### **Program Description:**

The RTP program is an experimental program whose purpose is to test customer response to hourly price signals based on the Company's quoted price to supply electricity. The RTP Program is scheduled to be offered through December 31, 2002, unless earlier terminated by the Company, and is a voluntary program. Participation in the RTP 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. Binding quotes will be sent to each customer on a prior business day basis (Hourly RTP). The program is designed to be bill neutral to each customer whose actual usage and usage pattern equals their historical usage through the use of a customer-specific Customer Baseline Load (CBL).

#### **Customer Baseline Load:**

The CBL shall be based on historic interval customer-specific load and usage data that represents the electricity consumption pattern and level of the customer's operation under the existing rate tariff/contract. The CBL is the basis for achieving bill neutrality on a customer-specific basis for customers billed under this tariff and is to be mutually agreed upon by both the customer and the Company as representing the customer's usage pattern under the customer's existing rate tariff/contract (current non-RTP or special contract). Agreement on the CBL is a precondition for customer participation in the RTP Program.

The CBL will not change during the contract term except where expressly provided in this tariff or service agreement. The CBL may be adjusted at OEC's discretion in extreme cases such as when a customer's actual kilowatt-hour usage falls below 50 percent of the CBL for three concurrent billing periods or due to the cost of increased facilities.

**RTP Billing:**

Customers participating in the RTP Program will be billed monthly based on the following calculation:

$$\text{RTP Bill} = \text{AC} + \text{EC} + \text{EEF} + \text{USR} + \text{PC}$$

Where:

AC	=	Access Charge
EC	=	Energy Charge
EEF	=	Temporary EEF Rider
USR	=	Universal Service Rider
PC	=	Program Charge

RTP credits may be applied only in the billing period in which they occur. However, customer bills for electricity usage under the RTP Program in any billing month shall never be less than the sum of the applicable Program Charge, Universal Service Rider and Temporary EEF Rider as defined in this rate, except to the extent necessary to correct a billing error from a prior bill. No RTP Credits may be carried forward or applied in a future billing period.

$$\text{RTP Credit} = \text{curtailment below CBL}$$

**Access Charge:**

The Access Charge is designed to achieve bill neutrality with the customer's existing rate tariff/contract if no change in electricity usage pattern occurs. The Access Charge is calculated at the end of the billing period and changes each billing period to maintain bill neutrality for a customer's CBL.

The Access Charge will be calculated as follows:

$$\text{AC} = (\text{Standard Bill @ CBL}) - \left\{ \sum_{t=1}^n (\text{CBL}_t \times \text{RTP}_t) \right\}$$

Where:

AC	=	Access Charge
Standard Bill	=	Customer's bill for the specific month on the existing rate tariff/contract, using the CBL period to establish the applicable billing determinants
$\text{CBL}_t$	=	Customer Baseline Load at hour $t$
$\text{RTP}_t$	=	The applicable Hourly RTP for hour $t$
$n$	=	Total number of hours in the billing period
$t$	=	An hour in the billing period

The CBL shall be adjusted to reflect applicable metering adjustments under the customer's existing rate tariff/contract. The Universal Service Rider and Temporary EEF Rider shall be excluded from the calculation of the Access Charge.

**Energy Charge:**

The Energy Charge is applied to energy usage based on the hourly energy price quotes provided the previous day, as defined below in the section entitled "Hourly RTP," by Company.

The Energy Charge will be calculated as follows:

$$EC = \sum_{t=1}^n (\text{kWh}_t \times \text{RTP}_t)$$

Where:

- kWh<sub>t</sub> = Customer's actual kilowatt-hour usage in hour t  
RTP<sub>t</sub> = The applicable Hourly RTP at hour t  
t = An hour in the billing period  
n = Total number of hours in the billing period

The actual kWh<sub>t</sub> shall be adjusted to reflect applicable metering adjustments under the customer's existing rate tariff/contract.

**Hourly RTP:**

The Hourly RTP will be equal to:

$$\text{RTP}_t = (\text{MC}_t \times (1 + \text{LAF}) \times (1 + \text{OGRT})) + \text{Adder}$$

Where:

- LAF = Loss adjustment factor  
3% for transmission 138 kV service voltage  
5% for subtransmission (23, 34.5, or 69 kV) service voltages  
7% for primary distribution service voltages
- MC<sub>t</sub> = MGC<sub>t</sub> + MTC<sub>t</sub>
- MGC<sub>t</sub> = Estimated cost of generation capacity and energy in the wholesale market for hour t on a ¢/kilowatt-hour basis.
- \* MTC<sub>t</sub> = Hourly marginal transmission cost for hour t
- \* Adder = 1.5¢/kWh for on-peak hours for transmission (138 kV) service voltage  
2.1¢/kWh for on-peak hours for subtransmission (23, 34.5, and 69 kV) service voltages  
2.7¢/kWh for on-peak hours for primary distribution service voltages  
0.5¢/kWh for off-peak hours for all voltages
- OGRT = Ohio Gross Receipt Tax Adder.  
4.987%  
1/ (1 - 4.75%)

\*The marginal transmission cost will initially be set at zero. The Company reserves the right to include this cost in future marginal cost calculations. The Company also reserves the right to make adjustments to the Adder of between -0.8¢/kWh and + 0.8¢/kWh. The Company will obtain Commission approval before including such costs or adjusting the Adder and will notify participating customers of its intent to seek such approval.

The Company will make available to the customer, by 1:00 p.m. each day, the twenty-four Hourly RTP's that will be charged the next day. The Company will make available to the customer weekend and Monday Hourly RTP by 1:00 p.m. on the last regular business day of the preceding week. The Company may send more than one-day-ahead Hourly RTP for holidays identified in the Company's tariffs. The Company may

revise these prices by 1:00 p.m. the day before they become effective. Company will provide the Hourly RTP via the Internet.

The Company shall not be responsible for failure of the customer to receive and act upon the Hourly RTP. The customer is responsible for notifying the Company of any failure to receive the Hourly RTP by 3:00 p.m. the business day before they become effective.

The customer is responsible for its access to the Internet. The customer will be responsible for providing a dedicated telephone line for metering purposes at the metering point.

**Applicable Riders:**

The Rates and charges specified above shall be modified in accordance with the provisions of the following applicable Riders unless otherwise stated above.

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

**Program Charge:**

A charge of \$150.00 per billing period shall be added to customer's bill each month to cover the additional billing, administrative, and communication costs associated with the RTP Program.

**Terms and Conditions:**

Except as provided in this rate schedule, all terms, conditions, rates, and charges outlined in the customer's existing rate tariff/contract will continue to apply. Participation in the RTP Program will not affect the customer's obligations for electric service under the existing rate tariff/contract. Except as expressly provided in this rate schedule, participation in the RTP Program is mutually exclusive to any other retail program the Company may offer. The primary term of service is through December 31, 2002, unless earlier terminated by the Company. However, a customer may elect to terminate participation in the RTP Program with three business days prior written notice and return to billing under the existing rate tariff/contract. Terminating customers may not return to the RTP program during the experiment.

The supplying 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.

## **Experimental Day Ahead Real Time Pricing Program**

### **Interruptible Power**

#### **Availability:**

Available to Full Service customers served under Standard Interruptible Service, Incremental Interruptible Service, Metal Melting Load, Supplement Interruptible Contracts, and General Service-Interruptible Arc Furnace, Rate 29, except for the acquisition of replacement electricity under this tariff. The number of customers permitted on this experimental rate, in conjunction with Rate Schedule 77, will be limited to no more than a total of forty-three (43) customers selected by the Company and 500 MW of 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%. This experimental rate is available to customers served through one meter for each installation. Service under the RTP Program will be offered on an experimental basis through December 31, 2002, unless earlier terminated by the Company. Customers must enter into the written service agreement. A Full Service customer is one that receives all retail electric services from the Company.

#### **Program Description:**

The RTP program is an experimental program whose purpose is to test customer response to hourly price signals based on the Company's quoted price to supply electricity. The RTP Program is scheduled to be offered through December 31, 2002, unless earlier terminated by the Company, and is a voluntary program. Participation in the RTP 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. Binding quotes will be sent to each customer on a prior business day basis (Hourly RTP). The program is designed to be bill neutral to each customer whose actual usage and usage pattern equals their historical usage through the use of a customer-specific Customer Baseline Load (CBL).

#### **Customer Baseline Load:**

The CBL shall be based on historic interval customer-specific load and usage data that represents the electricity consumption pattern and level of the customer's operation under the existing rate tariff/contract. The CBL is the basis for achieving bill neutrality on a customer-specific basis for customers billed under this tariff, and is to be mutually agreed upon by both the customer and the Company as representing the customer's usage pattern under the customer's existing rate tariff/contract (current non-RTP or special contract). The kilowatt-hours used in the CBL and bill neutrality calculation shall be reduced for the calendar months of July and August by 50% of the interruptible kWh, total kWh less firm load level, from the CBL period. Agreement on the CBL is a precondition for customer participation in the RTP Program. The CBL will not change during the contract term except where expressly provided in this tariff or the service agreement. The CBL may be adjusted at OEC's discretion in extreme cases such as when a customer's actual kilowatt-hour usage falls below 50 percent of the CBL for three concurrent billing periods or due to the cost of increased facilities.

**RTP Billing:**

Customers participating in the RTP Program will be billed monthly based on the following calculation:

$$\text{RTP Bill} = \text{AC} + \text{EC} + \text{EEF} + \text{USR} + \text{PC}$$

Where:

- AC = Access Charge
- EC = Energy Charge
- EEF = Temporary EEF Rider
- USR = Universal Service Rider
- PC = Program Charge

RTP credits may be applied only in the billing period in which they occur. However, customer bills for electricity usage under the RTP Program in any billing month shall never be less than the sum of the applicable Program Charge, Universal Service Rider and Temporary EEF Rider as defined in this rate, except to the extent necessary to correct a billing error from a prior bill. No RTP Credits may be carried forward or applied in a future billing period.

$$\text{RTP Credit} = \text{curtailment below CBL}$$

**Access Charge:**

The Access Charge is designed to achieve bill neutrality with the customer's existing rate tariff/contract if no change in electricity usage pattern occurs. The Access Charge is calculated at the end of the billing period and changes each billing period to maintain bill neutrality for a customer's CBL.

The Access Charge will be calculated as follows:

$$\text{AC} = (\text{Standard Bill @ CBL}) - \left\{ \sum_{t=1}^n (\text{CBL}_t \times \text{RTP}_t) \right\}$$

Where:

- AC = Access Charge
- Standard Bill = Customer's bill for the specific month on the existing rate tariff/contract, using the CBL to establish the applicable billing determinants
- $\text{CBL}_t$  = Customer Baseline Load at hour  $t$
- $\text{RTP}_t$  = The applicable Hourly RTP for hour  $t$
- $n$  = Total number of hours in the billing period
- $t$  = An hour in the billing period

The CBL shall be adjusted to reflect applicable metering adjustments under the customer's existing rate tariff/contract. The Universal Service Rider and Temporary EEF Rider shall be excluded from the calculation of the Access Charge.

**Energy Charge:**

The Energy Charge is applied to energy usage based on the hourly energy price quotes provided the previous day, as defined below in the section entitled "Hourly RTP," by Company.

The Energy Charge will be calculated as follows:

$$EC = \sum_{t=1}^n (\text{kWh}_t \times \text{RTP}_t)$$

Where:

- kWh<sub>t</sub> = Customer's actual kilowatt-hour usage in hour t
- RTP<sub>t</sub> = The applicable Hourly RTP at hour t
- t = An hour in the billing period
- n = Total number of hours in the billing period

The actual kWh<sub>t</sub> shall be adjusted to reflect applicable metering adjustments under the customer's existing rate tariff/contract.

**Hourly RTP:**

The Hourly RTP will be equal to:

$$\text{RTP}_t = (\text{MC}_t \times (1 + \text{LAF}) \times (1 + \text{OGRT})) + \text{Adder}$$

Where:

- LAF = Loss adjustment factor
  - 3% for transmission (138 kV) service voltage
  - 5% for subtransmission (23, 34.5, and 69 kV) service voltages
  - 7% for primary distribution service voltages
- MC<sub>t</sub> = MGC<sub>t</sub> + MTC<sub>t</sub>
- MGC<sub>t</sub> = Estimated cost of generation capacity and energy in the wholesale market for hour t on a ¢/kilowatt-hour basis.
- \* MTC<sub>t</sub> = Hourly marginal transmission cost for hour t
- \*Adder = 1.5¢/kWh for on-peak hours for transmission (138 kV) service voltage  
2.1¢/kWh for on-peak hours for subtransmission (23, 34.5, and 69 kV) service voltages  
2.7¢/kWh for on-peak hours for primary distribution service voltages  
0.5¢/kWh for off-peak hours for all voltages
- OGRT = Ohio Gross Receipt Tax Adder.  
4.987%  
1 / (1 - 4.75%)

\*The marginal transmission cost will initially be set at zero. The Company reserves the right to include this cost in future marginal cost calculations. The Company also reserves the right to make adjustments to the Adder of between -0.8¢/kWh and + 0.8¢/kWh. The Company will obtain Commission approval before including such costs or adjusting the Adder and will notify participating customers of its intent to seek such approval.

The Company will make available to the customer, by 1:00 p.m. each day, the twenty-four Hourly RTPs that will be charged the next day. The Company will make available to the customer weekend and Monday Hourly RTP by 1:00 p.m. on the last regular business day of the preceding week

The Company may send more than one-day-ahead Hourly RTP for holidays identified in the Company's tariffs. The Company may revise these prices by 1:00 p.m. the day before they become effective. Company will provide the Hourly RTP via the Internet.

The Company shall not be responsible for failure of the customer to receive and act upon the Hourly RTP. The customer is responsible for notifying the Company of any failure to receive the Hourly RTP by 3:00 p.m. the day before they become effective.

The customer is responsible for its access to the Internet. The customer will be responsible for providing a dedicated telephone line for metering purposes at the metering point.

**Obligation to Interrupt:**

Customers will not be required to interrupt for economic reasons as provided for in their existing rate tariff/contract. Customers are required to interrupt during emergency interruptions in accord with their existing rate tariff/contract. Failure to interrupt during emergencies as provided for in their existing tariff/contract will subject the customer to the applicable tariff/rider/contract penalties, and further participation in the RTP Program will be subject to the Company's approval and the availability of Experimental Day Ahead Real Time Pricing Program - Firm Power Service, Rate 77.

During an emergency interruption, the CBL will be the contracted firm load as stated in the customer's existing rate tariff/contract. Emergency RTP credits will be given for curtailment of usage below the contracted firm load during emergency interruptions. No RTP credits may be carried forward or applied in a future billing period, except for any such amounts attributable to curtailment below the contracted firm load during the hours of an emergency interruption (Emergency RTP Credit).

Emergency RTP Credits = Curtailment below contracted firm load during an emergency interruption.

**Applicable Riders:**

The Rates and charges specified above shall be modified in accordance with the provisions of the following applicable Riders unless otherwise stated above.

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

**Program Charge:**

A charge of \$150.00 per billing period shall be added to customer's bill each month to cover the additional billing, administrative, and communication costs associated with the RTP Program.



**Terms and Conditions:**

Except as provided in this rate schedule, all terms, conditions, rates, and charges outlined in the customer's existing rate tariff/contract will continue to apply. Participation in the RTP Program will not affect the customer's obligations for electric service under the existing rate tariff/contract. Except as expressly provided in this rate schedule, participation in the RTP Program is mutually exclusive to any other retail program that may be offered by the Company. The primary term of service is through December 31, 2002, unless earlier terminated by the Company. However, a customer may elect to terminate participation in the RTP Program with three business days prior written notice and return to billing under the existing rate tariff/contract. Terminating customers may not return to the RTP program during the experiment.

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

## **Experimental Day Ahead Real Time Pricing Program**

### **Secondary Voltages**

#### **Availability:**

Available to Full Service customers served under General Service-Secondary Voltages, Rate 21, including Special Arrangements for Economic Development. The number of customers permitted on this experimental rate will be limited to no more than a total of ten (10) customers selected by the Company and 20 MW of 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%. This experimental rate is available to customers served through one meter for each installation. Service under the RTP Program will be offered on an experimental basis through December 31, 2002, unless earlier terminated by the Company. Customers must enter into the written service agreement. A Full Service Customer is one that receives all retail electric services from the Company.

#### **Program Description:**

The RTP program is an experimental program whose purpose is to test customer response to hourly price signals based on the Company's quoted price to supply electricity. The RTP Program is scheduled to be offered through December 31, 2002, unless earlier terminated by the Company, and is a voluntary program. Participation in the RTP 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. Binding quotes will be sent to each customer on a prior business day basis (Hourly RTP). The program is designed to be bill neutral to each customer whose actual usage and usage pattern equals their historical usage through the use of a customer-specific Customer Baseline Load (CBL).

#### **Customer Baseline Load:**

The CBL shall be based on historic interval customer-specific load and usage data that represents the electricity consumption pattern and level of the customer's operation under the existing rate tariff/contract. The CBL is the basis for achieving bill neutrality on a customer-specific basis for customers billed under this tariff and is to be mutually agreed upon by both the customer and the Company as representing the customer's usage pattern under the customer's existing rate tariff/contract (current non-RTP or special contract). If historical hourly information is not available for the customer, the Company at its discretion will endeavor to obtain representative data to construct a CBL, including the possible use of a test meter for a reasonable period. Agreement on the CBL is a precondition for customer

participation in the RTP Program. The CBL will not change during the contract term except where expressly provided in this tariff or service agreement. The CBL may be adjusted at OEC's discretion in extreme cases such as when a customer's actual kilowatthour usage falls below 50 percent of the CBL for three concurrent billing periods or due to the cost of increased facilities.

**RTP Billing:**

Customers participating in the RTP Program will be billed monthly based on the following calculation:

$$\text{RTP Bill} = \text{AC} + \text{EC} + \text{EEF} + \text{USR} + \text{PC}$$

Where:

- AC = Access Charge
- EC = Energy Charge
- EEF = Temporary EEF Rider
- USR = Universal Service Rider
- PC = Program Charge

RTP credits may be applied only in the billing period in which they occur. However, customer bills for electricity usage under the RTP Program in any billing month shall never be less than the sum of the applicable Program Charge, Universal Service Rider and Temporary EEF Rider as defined in this rate, except to the extent necessary to correct a billing error from a prior bill. No RTP Credits may be carried forward or applied in a future billing period.

$$\text{RTP Credits} = \text{Curtailment below CBL}$$

**Access Charge:**

The Access Charge is designed to achieve bill neutrality with the customer's existing rate tariff/contract if no change in electricity usage pattern occurs. The Access Charge is calculated at the end of the billing period and changes each billing period to maintain bill neutrality for a customer's CBL.

The Access Charge will be calculated as follows:

$$\text{AC} = (\text{Standard Bill @ CBL}) - \left\{ \sum_{t=1}^n (\text{CBL}_t \times \text{RTP}_t) \right\}$$

Where:

- AC = Access Charge
- Standard Bill = Customer's bill for the specific month on the existing rate tariff/contract, using the CBL period to establish the applicable billing determinants
- $\text{CBL}_t$  = Customer Baseline Load at hour  $t$
- $\text{RTP}_t$  = The applicable Hourly RTP for hour  $t$
- $n$  = Total number of hours in the billing period
- $t$  = An hour in the billing period

The CBL shall be adjusted to reflect applicable metering adjustments under the customer's existing rate tariff/contract. The Universal Service Rider and Temporary EEF Rider shall be excluded from the calculation of the Access Charge.

**Energy Charge:**

The Energy Charge is applied to energy usage based on the hourly energy price quotes provided the previous day, as defined below in the section entitled "Hourly RTP," by Company.

The Energy Charge will be calculated as follows:

$$EC = \sum_{t=1}^n (\text{kWh}_t \times \text{RTP}_t)$$

Where:

$\text{kWh}_t$  = Customer's actual kilowatt-hour usage in hour  $t$

$\text{RTP}_t$  = The applicable Hourly RTP at hour  $t$

$t$  = An hour in the billing period

$n$  = Total number of hours in the billing period

The actual  $\text{kWh}_t$  shall be adjusted to reflect applicable metering adjustments under the customer's existing rate tariff/contract.

**Hourly RTP:**

The Hourly RTP will be equal to:

$$\text{RTP}_t = (\text{MC}_t \times (1 + \text{LAF}) \times (1 + \text{OGRT})) + \text{Adder}$$

Where:

LAF = Loss adjustment factor  
11%

$\text{MC}_t$  =  $\text{MGC}_t + \text{MTC}_t$

$\text{MGC}_t$  = Estimated cost of generation capacity and energy in the wholesale market for hour  $t$  on a  $\text{¢/kilowatt-hour}$  basis.

\*  $\text{MTC}_t$  = Hourly marginal transmission cost for hour  $t$

\*Adder = 3.2 $\text{¢/kWh}$  for on-peak hours  
0.8 $\text{¢/kWh}$  for off-peak hours

OGRT = Ohio Gross Receipt Tax Adder.  
4.987%  
 $1 / (1 - 4.75\%)$

\*The marginal transmission cost will initially be set at zero. The Company reserves the right to include this cost in future marginal cost calculations. The Company also reserves the right to make adjustments to the Adder of between -0.8 $\text{¢/kWh}$  and + 0.8 $\text{¢/kWh}$ . The Company will obtain Commission approval before including such costs or adjusting the Adder and will notify participating customers of its intent to seek such approval.

The Company will make available to the customer, by 1:00 p.m. each day, the twenty-four Hourly RTPs that will be charged the next day. The Company will make available to the customer weekend and Monday Hourly RTP by 1:00 p.m. on the last regular business day of the preceding week. The Company may send more than one-day-ahead Hourly RTP for holidays identified in the Company's tariffs. The Company may revise these prices by 1:00 p.m. the day before they become effective. Company will provide the Hourly RTP via the Internet.

The Company shall not be responsible for failure of the customer to receive and act upon the Hourly RTP. The customer is responsible for notifying the Company of any failure to receive the Hourly RTP by 3:00 p.m. the business day before they become effective.

The customer is responsible for its access to the Internet. The customer will be responsible for providing a dedicated telephone line for metering purposes at the metering point.

**Applicable Riders:**

The Rates and charges specified above shall be modified in accordance with the provisions of the following applicable Riders unless otherwise stated above.

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

**Program Charge:**

A charge of \$75.00 per billing period shall be added to customer's bill to cover the incremental billing, administrative, and communication costs associated with the RTP Program.

**Terms and Conditions:**

Except as provided in this rate schedule, all terms, conditions, rates, and charges outlined in the customer's existing rate tariff/contract will continue to apply. Participation in the RTP Program will not affect the customer's obligations for electric service under the existing rate tariff/contract. Except as expressly provided in this rate schedule, participation in the RTP Program is mutually exclusive to any other retail programs offered by the Company. The primary term of service is through December 31, 2002, unless earlier terminated by the Company. However, a customer may elect to terminate participation in the RTP Program with three business days prior written notice and return to billing under the existing rate tariff/contract. Terminating customers may not return to the RTP program during the experiment.

The supplying 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.

## **Experimental Power Curtailment Program**

### **Availability:**

Available on a voluntary basis to Full Service Customers who receive firm or interruptible electric service under General Service Secondary Rate 21, General Service Large Rate 23 or General Service High Use Manufacturing Rate 28, Interruptible Rider – General Service Large and High Use Manufacturing Rider 73, Interruptible Rider – Metal Melting Load – General Service Rider 74, Interruptible Rider – Incremental Interruptible Service – General Service Rider 75, Interruptible Electric Arc Furnace Rate 29 or Special Contract Customers that have been approved by the PUCO under R.C. 4905.31, and have the ability, when specified by the Company, to curtail a minimum of 1,000 kW of load from a threshold limit pre-established from hourly interval history. Curtailments will be permitted in increments of 100 kW in excess of the minimum curtailment thresholds. Participation is limited to those Customers that have a time interval meter installed by the Company and have interval metered history available from which a historical load profile (as defined below) can be established. The Customer will be responsible for providing a dedicated telephone line at the metering point to support remote metering capabilities. A Full Service customer is one that receives all retail electric services from the Company.

Customers who own generation that can be used to displace load on the Company System may also participate, as provided herein.

### **Service:**

Service under the Experimental Power Curtailment Program will be offered on an experimental basis through May 31, 2003, unless terminated earlier by the Company. Customers must enter into a written service agreement to be eligible and must be and remain current with their electric bill payments. This experimental Program will be limited to no more than a total of one-hundred 100 Customers selected by the Company and no more than 300 MW of demand, whichever is realized first.

### **Program Description:**

The Experimental Power Curtailment Program is an experimental Program whose purpose is 1) to test Customer interest and responsiveness to the opportunity to receive rate credits in exchange for load curtailments, and 2) to provide retail service Customers with the opportunity to gain experience with market supply and demand price signals. This Program is scheduled to be offered through May 31, 2003, and is a voluntary Program. Participation in this Program also offers Customers the opportunity to help lower their electric costs by curtailing their load during higher price periods and/or shifting their load from higher price to lower price periods. This Program is designed to be bill neutral for each participating Customer who does not actively participate in any of the available Program opportunities. The Company will operate the Experimental Power Curtailment Program in conjunction with the Automated Power Exchange Inc. at its APX Ohio-Hub Market. This Program does not permit a Customer to offer to buy or sell electricity, or to buy or sell electricity. No provision of this tariff may be construed to the contrary.

### **Program Participation:**

Opportunities to participate in the Experimental Power Curtailment Program may be activated by the Company, at its sole discretion. When the Program is open, a Customer may submit an offer to curtail a portion of its load to or below an established Customer-specific threshold in exchange for the opportunity to earn rate credits.

The hourly Customer Base Load (CBL) will be developed by the Company based on the individual Customer's historical time interval data. The Company reserves the right to periodically make adjustments to Customer specific CBL's, e.g. in response to a change in Customer's load profile. The Customer must agree to the CBL, which reflects the level of each Customer's load from which the Company will accept load curtailments under this Program. The minimum allowable curtailment will be 1MW below the Customer specific CBL. Customers are obligated to notify, on a prospective basis if possible, the Experimental Power Curtailment Program Administrator of any substantive changes in their electric load patterns.

Customers will be provided access to an Internet site that will be password protected to allow participation in the Program. When the Company chooses to activate a Program opportunity, Customers will be notified that the Internet site is open for Program participation to begin. Customers will be able to access the Internet site to view the APX Ohio-Hub Market power exchange prices and the open buy/sell offers. By responding to this Internet site, each Customer may choose to offer to curtail its load on an hourly basis or day-ahead basis, while the Program is designated open by the Company, in exchange for earning rate credits. The minimum time frame a Customer may offer to curtail is four successive one-hour periods (hourly market).

There exist two pricing options from which a Customer may select when offering to curtail and earn rate credits from the Company: Market or Limit. Market refers to an offer to the Company to curtail at the level of an existing bid on the posted exchange market. Limit refers to a limit offer to the Company to curtail that indicates the minimum wholesale market  $\text{¢/kWh}$  price at which the Customer is willing to curtail during a given hour.

Once the Customer has selected the pricing option (Market or Limit) to utilize, a pricing designation and Load Schedule are compiled and submitted on the Internet site by the Customer indicating the amount of load the Customer is willing to curtail in each given hour of the designated Program opportunity period. Up to the point that an offer to curtail is accepted by the Company, the Customer has the option of modifying the proposed offer or withdrawing it. However, once the pending offer is accepted by the Company, the Customer is committed to the Company to curtail the amount of contracted load for the contracted time period.

When a Customer's Market or Limit offer is contracted (as displayed on the Customer Internet site), the Customer will receive a Company rate credit equivalent to 70% of the contracted exchange market price.

A Customer may elect to curtail load in either the hourly market or the day-ahead market. A Customer may not participate in both markets during any given hour with the same load. The hourly loads being submitted to be curtailed may vary within a minimum of 4 hours and maximum of 168 hours, however the load entered must be a minimum of 1,000 kW each hour. Curtailment offers may only be partially accepted by the Company, such as when only hours 1 through 4 of offered hours 1 through 8 are actually contracted, or when only 2,000 kW of 4,000 kW offered are actually contracted. Rate credits will only be provided to participating customers based upon the price and amount of power actually contracted in the APX market in response to a customer's curtailment.

Load that the Customer offers to curtail in the day-ahead market must be scheduled by the Customer for 16 consecutive on-peak hours (7:00am – 11:00pm) for the following day. One price will be provided for all 16 hours.

The Company has no obligation to fulfill or accept Customer offers to curtail, or to provide rate credits if no offer to curtail is contracted.

The rate credits available to Customers will be based on non firm wholesale commodity products available from the Automated Power Exchange, Inc. at its APX Ohio-Hub Market. The Company reserves the right to further limit the commodity products available to determine rate credits for Interruptible Customers.

#### **Additional Interruptible Load Conditions**

Customers will be permitted to participate in the Program using interruptible load, except during economic or emergency interruptions. Participation in the Program and service under this tariff do not relieve a Customer from fulfilling its obligation under an existing special contract or tariff.

If economic or emergency interruptions are initiated at the sole discretion of the Company, rate credits will not be applied during the entire period of the interruptions. Rate credits will be applied for hours contracted for curtailment that precede an economic or emergency interruption and for hours contracted for curtailment that are subsequent to an economic or emergency interruption as if no interruptions were initiated.

If an interruptible customer has established a Curtailment Avoidance Opportunity (see below) for all or part of a curtailed load at 100% market price, and an interruption is initiated during all or part of those hours, all Customer rate credits for curtailed power will not be applied.

During Economic or Emergency interruptions, the Customer will be required to comply with the requirements of their respective tariffs or contract.

#### **Curtailment Avoidance Opportunities:**

After having a curtailment offer contracted, a Customer will have the opportunity to avoid such curtailments without penalty up to 2 hours before the actual time the curtailment was scheduled to begin. A Customer may accomplish this by employing either of two pricing options: Market or Limit. The Market option refers to an offer by the Customer to avoid a contracted curtailment by paying a fee equivalent to 100% of an existing offer to sell power on the posted exchange market. The Limit option refers to an offer by the Customer to avoid a contracted curtailment by paying a fee equivalent to 100% of a maximum wholesale market  $\text{¢/kWh}$  price during the given hours.

Up to the point that an offer to avoid a contracted curtailment is accepted by the Company, the Customer has the option of modifying the proposed offer or withdrawing it. However, once the pending contract avoidance offer is accepted by the Company, the Customer is no longer committed to the Company to curtail the amount of previously contracted load to the extent the new curtailment avoidance contract offsets the previous contracted curtailment. If a Customer elects not to execute a curtailment avoidance opportunity, or if all or a portion of a contract avoidance offer is not contracted, the Customer must curtail to the net remaining contracted curtailment level or load curtailment compliance charges, as described below, will be imposed.



**Load Curtailment Billing:**

A Customer's monthly bill will reflect total metered usage plus any contracted curtailment usage calculated under General Service Secondary Rate 21, General Service Large Rate 23, General Service High Use Manufacturing Rate 28, Interruptible Rider – General Service Large and High Use Manufacturing Rider 73, Interruptible Rider – Metal Melting Load – General Service Rider 74, Interruptible Rider – Incremental Interruptible Service – General Service Rider 75, Interruptible Electric Arc Furnace Rate 29 or Special Contracts, whichever is applicable, less contracted curtailment credits. For purposes of billing under the respective tariff or contract, the billing demand will be set in accord with applicable tariff or contract. The load curtailed under this tariff will not be added to the monthly billing demand. The bill will also reflect all rate credits earned from contracted curtailments, all curtailment avoidance fees, and all load curtailment compliance charges as described below. Charges and rate credits resulting from participation in a Program opportunity may be reflected in a future month's bill.

**Generation Participation:**

Customers that own back-up generation may participate in the Program. The Customer, at its cost, shall install and maintain the appropriate control and protective equipment, as required by the Company, to ensure that such generating equipment does not threaten the Company's system or personnel. All fuel consumed by the generation equipment is the sole responsibility of, and paid for by, the Customer. Maintenance and care of the generating equipment will be the sole responsibility of the Customer to ensure its operation when the Customer contracts for participation in the Program. Failure of the Customer's generator does not relieve the Customer from having to meet the contracted curtailment obligation on the Company's system once the Customer's offer is contracted.

**Load Curtailment Compliance Charges:**

At the end of the monthly billing period, the Customer's hourly actual measured load will be compared to its CBL less contracted curtailments by hour ("Scheduled Load"). During each hour that the Customer's actual measured load is above the Scheduled Load, a Load Curtailment Compliance Charge will be billed to the Customer. The Load Curtailment Compliance charge will be equal to the greater of 110% of the highest cost of power purchased by the Company during such hour or 110% of the APX hourly closing market price (APX Ohio-Hub Market), whichever is greater. Such charges will be imposed in increments of 1 kW on a per kW basis.

**Scheduled & Non-Scheduled Outages:**

Customers are not permitted to offer load curtailments for rate credits under this Program during periods of either scheduled or unscheduled Customer outages that are not taken in response to this Program (e.g. retooling, staff vacation, labor strike, plant shutdown, damaged plant, force majeure, etc.). Customers participating in this Program are obligated to notify the Experimental Power Curtailment Program Administrator prior to or as soon as possible after experiencing such an outage. No rate credit shall be provided should the Company determine that a Customer's curtailment was due to circumstances other than a response to this Program.

**Terms and Conditions:**

Except as provided in this rate schedule, all terms, conditions, rates, and charges outlined in the Customer's existing rate tariff or special contract will continue to apply. Participation in the Experimental Power Curtailment Program will not affect the Customer's obligations for electric service under the existing rate tariff/contract. Except as expressly provided in this rate schedule, participation in the Experimental Power Curtailment Program is mutually exclusive to any other retail program the Company offers.

Service hereunder provided will be furnished in accordance with a written contract for a term of not less than 1 year. Such contract will contain the CBL amount which will be derived by the Company from a historical load profile to determine the amount of load from which the Customer may curtail to participate in this Program.

The Company reserves the right to remove Customers from further participation in this experimental tariff should they be suspected of violating any tariff provision or attempting to utilize this Program in a manner inconsistent with the Company's intent for the Experimental Power Curtailment Program.

Further, in consideration of this tariff, the Customer agrees that any failure to meet normal payment deadlines for the Company's electric service provided, may result in the withholding of the rate credit until the past due amount for electric service is paid in full, in addition to other remedies available to the Company.

The supplying 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 and as amended, as filed with the Public Utilities Commission of Ohio.

**Taxes:**

All additional Federal or State taxes arising under this tariff for all load curtailed or any avoidance of curtailments under this Program shall be borne by the Customer.

**Universal Service Rider**

A Universal Service charge of 0.07249¢ per 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 0.010758¢/kWh shall be added to the energy charge of all applicable rate schedules 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.

**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 the customer-generator facility 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 and for customers billed on demand based rates the customer will be responsible for providing an operating, dedicated telephone line for metering purposes at the metering point in accordance with standard metering practices. The customer-generator will pay the Company all expenses involved in purchasing and installing the approved meter. 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 feeds more electricity back to the system than the Company supplies to the customer-generator facility during the billing period: 1) all charges of the appropriate rate schedule shall be applied to the net electricity that the customer-generator facility supplies up to the level of zero net electricity consumption/supply within a billing period, and 2) all charges of the appropriate rate schedule shall be applied to the net electricity that the customer-generator facility supplies above the level of zero net electricity consumption/supply within a billing period. Such applied charges will 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 between May 1, 2001 and December 31, 2005.

**Self-Assessor Credit (2001 – 2002):**

For all bills rendered with meter reading dates occurring between May 1, 2001 and December 31, 2002 the monthly bill shall include a self-assessor credit. This credit will be the amount by which the customer's monthly bill will be reduced if the customer elects to self assess. The formula to establish the amount of the self assess credit amount is set forth below in the Self Assessor Credit Formula (2001-2002) section of this Rider.

**Self-Assessor Credit Formula (2001 – 2002):**

The self-assessor credit included on the monthly bill shall be calculated using the formula below:

Self-Assessor Credit = (.52 x Statutory kWh Tax Monthly Amount + .02 x Price of Electricity before Application of Self-Assessor Credit + \$.000375 x Monthly kWh usage, up to 504,000,000 kWh per Self-assessing Year) / 1.04

Where:

**Statutory kWh Tax:**

First 2,000 kWhs	\$.00465 per kWh
Next 13,000 kWhs	\$.00419 per kWh
All Excess Over 15,000 kWhs	\$.00363 per kWh

**Price of Electricity** = Total Monthly Bill for electric service from Ohio Edison Company + Monthly Bill for electric generation service from a CRES Provider (if the customer has switched).

**Self-assessing Years** = Twelve months ended April 30, 2002 and  
Twelve months ended April 30, 2003.

Self-assessing years may include less than twelve months for a customer if the Ohio Department of Taxation approval date for the application to self-assess is after May 1.

The 504,000,000 kWh threshold applies to the aggregate usage of all the accounts listed on each application for self-assessing the kWh tax approved by the Ohio Department of Taxation.

**Self-Assessor Credit (2003 - 2005):**

Commencing in 2003, 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 (effective January 1, 2003), and shall apply to all self-assessors, even if 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 may be applied either as a credit on the electric bill or by not applying the State and Local Tax Rider to the customer's bill.