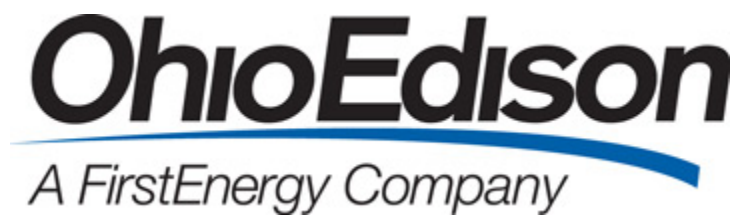


P.U.C.O. No. 11



**SCHEDULE OF RATES
FOR
DELIVERY SERVICE**

Filed pursuant to Order dated December 19, 2008, in Case No. 08-1172-EL-ATA, before

The Public Utilities Commission of Ohio

Issued by: Richard R. Grigg, President

Effective: February 23, 2009

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The following rates, rules and regulations for electric service are applicable throughout the Company's service territory except as noted.

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RATE DESIGNATIONS

Electricity Supply Schedules		Delivery Service Schedules								
Sheet	Tariff Description	RS	GS	GP	GSU	GT	STL	TRF	POL	
10	Residential Standard Rate	●								
10	Residential Standard Rate Water Heater (Special Provision) (g)	●								
11	Residential Space Heating Rate (g)	●								
12	Residential Optional Time-of-Day (g)	●								
14	Residential Optional Controlled Service Rider (g)	●								
16	Residential Electric Heating Rider	●								
17	Residential Load Management Rate (g)	●								
18	Residential Water Heating Service (g)	●								
19	Residential Optional Electrically Heated Apartment Rate	●								
21	General Service - Secondary Voltages		●	●	●	●				
22	General Service - Secondary Voltages - Optional Space and Water Heating Rider (g)		●	●	●	●				
23	General Service - Large Dist Primary and Trans Voltages			●	●	●				
24	General Service - Partial Service Rider		●	●	●	●				
25	General Service - Unmetered Service		●	●	●	●			●	
26	General Service - Industrial Development Assistance Rider			●	●	●				
28	General Service - High Use Manufacturing (g)			●	●	●				
29	General Service - Interruptible Electric Arc Furnace Rate (g)					●				
31	Traffic Lighting Service							●		
32	Private Outdoor Lighting Service								●	
33	Lighting Service - All Night Outdoor Lighting Rate		●							
35	Street Lighting Service - Company Owned						●			
36	Street Lighting Service - Non-Company Owned						●			
50	Cogeneration and Small Power Production		●	●	●	●				
73	Interruptible Rider - Large and High Use Manufacturing			●	●	●				
74	Interruptible Rider - Metal Melting Load			●	●	●				
75	Interruptible Rider - Incremental Interruptible Service			●	●	●				
80	Experimental Market Based Tariff		●	●	●	●				

● - Schedule is applicable or available to the schedules indicated

(g) - Grandfathered Schedule

NOTE: This chart reflects the applicable and available rate schedules, subject to qualifications specified in each rate schedule as pertaining to an individual customer account. It is not intended to limit a customer's options regarding choice of tariff that may otherwise be available.

DEFINITION OF TERRITORY

COMPANY'S TERRITORY:

The term "Company's Territory" shall be deemed to mean and include the territory served by the Company's distribution system in Ashland, Ashtabula, Carroll, Champaign, Clark, Columbiana, Crawford, Cuyahoga, Delaware, Erie, Fayette, Franklin, Geauga, Greene, Holmes, Huron, Knox, Lorain, Madison, Mahoning, Marion, Medina, Miami, Morrow, Ottawa, Portage, Richland, Sandusky, Seneca, Stark, Summit, Trumbull, Tuscarawas, Union, Wayne and Wyandot Counties.

Further information concerning specific cities and townships can be found at the PUCO website:
<http://www.puc.state.oh.us/pucogis/newcntymaps/elcnty.html>

ELECTRIC SERVICE REGULATIONS

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ELECTRIC SERVICE REGULATIONS

I. GENERAL PROVISIONS

- A. **Filing:** The Schedule of Rates and the Electric Service Regulations for the supply of electric service throughout the territory served by the Company are filed with The Public Utilities Commission of Ohio ("PUCO" or "Commission").
- B. **Revisions:** The Company's Schedule of Rates and the Electric Service Regulations as herein contained may be terminated, amended, supplemented or otherwise changed from time to time in accordance with law and the rules promulgated thereunder by The Public Utilities Commission of Ohio.
- C. **Applicability:** These Electric Service 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.
- 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 Electric Service Regulations.
- C. **Service Contract:** 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. **Refusal Of Application:** The Company may refuse to provide electric service, consistent with Ohio law, including without limitation, for those reasons specified in Chapters 4901:1-10 and 4901:1-18 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 or entities formerly receiving services at the same premises as customers of the Company, provided the former customers are continuing to reside or do business at such premises.
- E. **Same Day Connection:** If the customer requests service for the same day on which the request has been made and the service is presently not connected, the Company will charge the customer pursuant to the Company's Tariff Sheet 75, Miscellaneous Charges, Same Day Connection Charge. This fee may be charged at the time of the request or charged with the customer's next monthly billing, at the Company's discretion, and only if the Company provides the service on the date requested. (The Same Day Connection Charge does not apply to requests for reconnection after nonpayment which are governed by Electric Service Regulations, Sheet 4, Section XI, Paragraph D.)

ELECTRIC SERVICE REGULATIONS

- F. Seasonal Or Temporary Discontinuance Of Service:** When service has been disconnected at the customer's request because of seasonal occupancy of the premises or when the same customer has moved in and out of the same premise within a 12 month period without another party signing for service during that 12 month period, the Company will charge the customer pursuant to the Company's Tariff Sheet 75, Miscellaneous Charges, Reconnection Charge, to reconnect the service.
- G. 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 capacity (at least 1,000 kVA) from the Company shall negotiate agreements with the Company containing equitable arrangements both as to the term of contract and other terms and 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.

III. CREDITWORTHINESS AND DEPOSITS

- A. Establishment Of Creditworthiness:** Applicants are required to establish creditworthiness, which may include providing a cash deposit, as a condition to furnishing or continuing to furnish service.
- B. Deposits:** For those applicants making a cash deposit to establish creditworthiness, interest will be paid on the deposit as prescribed by Chapter 4901:1-17 of the Ohio Administrative Code. Deposits plus accrued interest will be returned to the customer in accordance with the provisions of the Ohio Administrative Code.

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

For primary voltage services, the Company provides 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.

ELECTRIC SERVICE REGULATIONS

C. Delivery Voltage: Subject to the provisions of paragraph IV.B above, and after the Company determines that facilities of adequate capacity are available and adjacent to the premises to be served, the types of service available with the nominal voltages are:

1. **Secondary Service** - Less than or equal to 600 volts
2. **Subtransmission Service** - 23,000 volts three wire and 34,500 volts three wire
3. **Transmission Service** - Greater than or equal to 69,000 volts
4. **Primary Service** - All other available voltages

Delivery voltage will be specified by the Company and will be based upon the availability of lines in the vicinity of the customer's premises and commensurate with the size of the customer's load. Customers with demands in excess of twenty-five hundred (2,500) kW will generally be served at Transmission Service

V. RATE SCHEDULE ALTERNATIVES

- A. Selecting Rate Schedule:** Where two or more alternative rate schedules are applicable to the same class of service, the Company, upon request, will assist a customer in selecting an appropriate rate schedule to be applied. The customer, however, shall select from the alternative rate schedules and such selection shall be the basis for the application or contract for service. No refund will be made representing the difference in charges under different rate schedules applicable to the same class of service except as required by law.
- B. Changing Rate Schedule:** 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.

VI. BILLING AND PAYMENT

- 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 typically cover a period of approximately 30 days.
- B. Due Dates:** For residential customers, bills are due and payable to the Company on or before fourteen (14) days from the date the bill is mailed to said customer. Governmental customers' bills are due and payable to the Company on or before thirty (30) days from the date the bill is mailed to said customer. All other customers' bills are due and payable to the Company on or before twenty-one (21) days from the date the bill is mailed to said customer. When the due date for payment falls on Saturday, Sunday or a holiday the due date for payment is extended to the next business day. Remittances mailed by the customer for the amount(s) due shall be accepted by the Company as tendered within the period to avoid late payment charges if such payment is received by the Company no more than five (5) days after the due date of the bill.

ELECTRIC SERVICE REGULATIONS

- C. Late Payment Charges:** If remittances mailed by the customer are received by the Company offices more than five (5) days after the due date of the bill, an additional amount equal to 1.5% may be charged on any unpaid balance existing after the due date. This provision is not applicable to unpaid account balances of customers enrolled on income payment plans pursuant to 4901:1-18 of the Ohio Administrative Code.
- D. Transfer Of Final Bill:** If the customer fails to pay in full 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 maintain its original due date at such second location and be subject to collection and disconnection action in accordance with Ohio law, which includes without limitation Chapter 4901:1-18 of the Ohio Administrative Code.
- E. 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:
1. Where the applicable schedule of rates specifically authorizes the combination of meter registrations, or
 2. 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.
- F. Equal Payment Plan:** The Company has available for residential customers a plan providing for equal monthly payments for electric service. The equal payment plan amount will be reviewed quarterly and will be adjusted if the customer's recent bills indicate a significant change from past history.
- G. Estimated Bills:** The Company attempts to read meters on a regular 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. 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.
- H. Returned Payment:** When the Company reverses the customer's payment because the payment transaction has been dishonored, the Company shall charge the customer pursuant to the Company's Tariff Sheet 75, Miscellaneous Charges, Returned Payment Charge. This charge shall be rendered with the customer's next monthly billing.
- I. Rate Pricing Changes:**
1. **Seasonal Price Changes:** For billing purposes, unless otherwise specified the winter rates shall be applicable beginning with service rendered September 1 through service rendered for May 31. The summer rates unless otherwise specified shall apply in all other billing periods.
 2. **Non-Seasonal Price Changes:** For billing purposes, non-seasonal price changes will begin with service rendered on the effective date of the price change.

ELECTRIC SERVICE REGULATIONS

VII. SERVICE CONNECTIONS AND LINE EXTENSIONS

A. Secondary Voltage Service Connection

- 1. Overhead 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 General Service Network 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 of installing 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. Such 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 maintain and replace such facilities when required.

- 3. Change In Service Connection Facilities:** Should any change in the Company's 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 Service Drop Connection:** When requested by a customer, the Company may provide a Temporary Service Drop Connection. A Temporary Service Drop Connection shall mean the installation of single-phase service up to 200 amps from existing secondary conductors. The charge for a Temporary Service Drop Connection shall be that set forth in the Company's Tariff Sheet 75, Miscellaneous Charges, Temporary Service Drop Connection.
- 5. Temporary Facilities:** Temporary Facilities are any separate installations that the Company does not expect to be permanent or where 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 temporary facilities are required 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. (Temporary Facilities shall not include Temporary Service Drop Connections as defined in paragraph 4 above.)

ELECTRIC SERVICE REGULATIONS

B. Line Extensions

1. Definitions:

General Service Installation - Any Line Extension request for Secondary, Primary or Subtransmission level service by a commercial or industrial customer, builder, or developer, or any other Line Extension that is not either a Residential Installation or a Transmission Installation. Customers in a development may be required to have their own General Service Installation in order to be connected to the Company's distribution system.

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

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

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

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

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

Transmission Installation - Any Line Extension request for Transmission Service by a commercial or industrial customer, builder or developer.

Premium Installation – Any Line Extension including, but not limited to, customer-requested oversizing of facilities and underground construction.

2. Terms And Conditions:

Premium Service:

- a. For any residential project, where a customer, builder, or developer requests a Line Extension involving a "Premium Installation", the customer, builder, or developer shall make an up-front payment to the Company equal to the Company's cost to provide the Premium Installation minus the Company's cost to install a Line Extension for 200 amp/single phase service for the project.

ELECTRIC SERVICE REGULATIONS

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

VIII. USE OF SERVICE

- A. Increased Loads:** The customer shall notify the Company of any significant additions or modifications to the customer's facilities that will affect the customer's load characteristics so that the Company may provide facilities sufficient to maintain adequate service.
- B. 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.

ELECTRIC SERVICE REGULATIONS

C. 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.

D. Parallel Operation: The Company shall provide 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. Net Energy Metering Rider customers shall not be required to install a telephone line. The Company will not furnish service in parallel with a customer's generating facilities when, in the opinion of the Company, such parallel operation may create a hazard or disturb, impair or interfere with the Company's service to other customers.

E. Regulation Of Power Factor: The Company may require the customer to maintain a power factor in the range of 85% to 100% for secondary, primary and subtransmission service and 90% to 100% for transmission service, coincident with the customer's maximum monthly peak demand and to provide, at the customer's expense, any corrective equipment necessary in order to do so. The Company may inspect the customer's installed equipment and/or place instruments on the premises of the customer in order to determine compliance with this requirement, as deemed appropriate by the Company. The Company may charge the customer the Company's installation cost incurred for corrective devices necessary for compliance with this provision. The Company is under no obligation to serve, or to continue to serve, a customer who does not maintain a power factor consistent with the parameters set forth in this provision.

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 a manner that disturbs or impairs the operation of the Company's system, or interferes with the service to other customers. When such interference occurs due to the use of any apparatus installed upon a customer's premises, the customer must either remove said apparatus, or provide the equipment necessary to alleviate such interference. The Company may discontinue service until such adverse conditions are alleviated.

ELECTRIC SERVICE REGULATIONS

IX. 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, at no cost to the Company and close to the point of service entrance, suitable space for the installation of meters, transformers, protective equipment, and other equipment required by the Company. Meters, transformers, protective equipment, and other equipment required by the Company 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 the customer's convenience shall be furnished and maintained by the customer at the customer's expense. Any metering equipment required by the customer to accommodate requirements of a Certified Supplier, as defined in Section XII 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 for accuracy and mutual protection consistent with Chapter 4901:1-10 of the Ohio Administrative Code.

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 the tolerances specified in Chapter 4901:1-10 of the Ohio Administrative Code, the Company may charge the customer a meter test fee as provided in the Company's Tariff Sheet 75, Miscellaneous Charges, Meter Test Charge, except that the customer shall not be charged for the first test at the customer's request within the period specified in Chapter 4901:1-10 of the Ohio Administrative Code.

- D. Meter Failure:** If it is determined that a meter fails for any reason to operate correctly, the customer shall pay for the service furnished during the period in which the meter was not properly operating an estimated amount based upon: (1) the results of a test, or (2) energy usage during a comparable period, or (3) a combination of both of these methods. For residential customers, the estimated amount determined by the Company shall be billed consistent with Chapter 4933.28 of the Ohio Revised Code. For non-residential customers the estimated amount determined by the Company shall be billed consistent with Chapter 4901:1-10 of the Ohio Administrative Code.
- E. Customer Responsibility:** The customer shall permit only Company employees, other authorized agents of the Company, or other persons authorized by law, 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 payable by the customer.

ELECTRIC SERVICE REGULATIONS

- F. Special Facilities:** All costs (including, without limitation, any government imposed fees) for any special services, facilities, or instrumentation which may be rendered or furnished by the Company for a customer at the customer's 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 instrumentation are furnished, or by the customers residing within the boundaries of the governmental entity for whom such services, facilities, or instrumentation are furnished. Any such costs shall be in addition to the charges for electric service provided for in the applicable rate schedule, and may be itemized on the electric bill to such customer(s) or billed separately by the Company. Upon request by the customer and in the sole discretion of the Company, such special services, facilities, or instrumentation may be supplied and maintained by the customer at the customer's expense.
- G. Access To Premises:** The customer or, if applicable, the landlord, shall grant Company's employees and authorized agents access to the customer's premises at all reasonable hours for the purpose of reading, inspecting, testing, repairing, maintaining, replacing, installing, analyzing or removing meters or other Company property. In the event of an emergency, the Company's employees and authorized agents shall have access to customer's premises at any time.

If a customer or a landlord fails to grant access for reasons described above, and judicial redress is necessary to secure such access, the Company may collect from the customer or the landlord any and all costs incurred to secure such access.

X. 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 meet the provisions of the National Electrical Code, the regulations of the governmental authorities having jurisdiction over such installations and the reasonable requirements of the Company. As required by Chapter 4901:1-10 of the Ohio Administrative Code, before the Company connects service for any new installations, such installation must be inspected and approved by the local inspection authority or, when there is no local inspection authority, by a licensed electrician. An inspection is also necessary for any changes in wiring on the customer's premises.
- B. Limitation Of Liability:** 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.

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Any customer desiring protection against 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, 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 the 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 Electric Service Regulations.

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

XI. COLLECTION OF PAST DUE BILLS AND DISCONNECTION OF SERVICE

- A. Procedures:** The Company's procedures for collecting past due bills and disconnecting service are set forth in the Ohio Administrative Code, except as permitted by the Order in Case No. 02-1944-EL-CSS.
- B. Field Collection:** When a customer has a delinquent bill, as defined in Chapter 4901:1-18 of the Ohio Administrative Code, the Company may make a field collection visit to attempt to collect the delinquent amount.

Whenever a field collection visit is made by a Company employee or authorized agent of the Company, the Field Collection Charge included in the Company's Tariff Sheet 75, Miscellaneous Charges, shall either be collected during the field collection visits, or assessed on the customer's next bill. Such Field Collection Charges shall be limited to once per billing cycle.

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- C. Disconnection Of Service:** 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. If payment is made prior to disconnection, service that otherwise would have been disconnected shall remain connected. Any such payment shall include a Field Collection Charge consistent with Field Collection procedures described above. In the event that the Company employee or authorized agent is unable to gain access or is denied access to the meter and it becomes necessary to disconnect service at the pole, the employee or authorized agent disconnecting service shall not accept payment in lieu of disconnection.
- D. Reconnection:** When service has been disconnected pursuant to any of these Electric Service Regulations, a charge for reconnection pursuant to the Company's Tariff Sheet 75, Miscellaneous Charges, Reconnection Charge, will be required.
- E. Unauthorized Use Of Service:** 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 Chapters 4901:1-10 and 4901:1-18 of the Ohio Administrative Code. In these instances, the Company will assess a charge pursuant to the Company's Tariff Sheet 75, Miscellaneous Charges, Unauthorized Use Investigation Charge.

XII. CERTIFIED SUPPLIERS - CHANGE OF SUPPLIER

Certified Supplier shall mean all of the entities set forth in Ohio Revised Code, Section 4928.08(A) and (B) which have received certification from the Public Utilities Commission of Ohio under Ohio Revised Code, Section 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 Company's service territory and shall publish such list on the Company's website. All applicants for new service, customers returning from a Certified Supplier and any customer upon request will be directed to the location of this list on the Company's website.

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 based on and determined by the Company's meter reading schedule.

A customer may have only one Certified Supplier per account for any billing month. A customer may not split non-interruptible generation supply between two Certified Suppliers or between the Company's standard-offer service and service by a Certified Supplier during a billing month.

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

XIII. 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.

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- B.** This provision applies to Residential and Small Commercial customers. This provision also applies to Large Commercial and Industrial customers during the Market Development Period. Customers taking generation service from the Company during the period from May 16 to September 15, must remain a Full Service customer of the Company through April 15 of the following year before they may elect to switch to a Certified Supplier, provided that:
1. Customers may switch to a Certified Supplier at any time if they have not previously switched.
 2. Following the stay-out period through April 15, customers may switch to a Certified Supplier but must exercise the right to switch by May 15, of that same year
 3. During the first year of the Market Development Period Non-aggregated residential customers and small commercial customers will be permitted to return to standard offer service without being subject to a minimum stay of receiving Full Service from the Company. (A Full Service customer is one that receives all retail electric services from the Company.)
 4. Residential and Small Commercial Customers can elect to take service on the Generation Rate Adjustment Rider without application of the minimum stay requirement. This Rider, not yet in effect, will be filed in accordance with Commission Rules prior to March 15, 2001.
 5. By March 15, 2002, and again by April 15, 2002, and thereafter before each March 15 and April 15 during the Market Development Period, the Company will provide notice to Residential customers informing them of their rights to choose another supplier by May 15 and the consequences of not choosing another supplier and staying on their standard service offer.
- C.** After the Market Development Period, Large Commercial and Industrial customers seeking to return to Company generation service must, by written contract, agree to remain a Full Service customer of the Company for such service for a period of not less than 12 consecutive months, unless the rate schedule under which that customer will be served requires a longer service period, which longer service period would then apply. A Full Service Customer is one that receives all retail electric services from the Company.
- D.** For all customers, return to Company generation service may only occur on regularly scheduled meter reading dates, unless otherwise agreed by the Company and subject to the Company's Supplier Tariff. In the event of default of a Certified Supplier, this provision shall not apply.
- E.** The notice period for return to Company generation service at standard offer rates is dependent upon size of the customer's load, as follows:
1. For residential customers of any size and non-residential customers with either (i) billing demands totaling not more than 100 kW in any of the twelve billing months prior to notice, or (ii) monthly kilowatt-hour consumption of no more than 30,000 kilowatt-hours in any of the twelve billing months prior to notice, if the customer is served individually, and not through aggregators, municipal aggregators, power marketers or power brokers, there shall be no notice requirement for return to Company service.
 2. For those customers not qualifying under subsection 1., that have either (i) billing demands totaling not more than 1,000 kW in any of the twelve billing months prior to notice, or (ii) monthly kilowatt-hour consumption of no more than 250,000 kilowatt-hours in any of the twelve billing months prior to notice, if the customer seeks to return to Company generation service the customer or the customer's aggregator, municipal aggregator, power marketer or power broker must provide at least one month's advance written notice to the Company of the customer's intent to return. Such notice shall constitute the customer's agreement to remain a Full Service customer as specified in Section XIV. B. above.

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

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

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

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XIV. CERTIFIED SUPPLIERS - BILLING AND PAYMENT

- A. Billing:** The Company will bill the customer directly for services provided by a Certified Supplier unless the Company receives electronic notice from such supplier that it will bill the customer directly for services provided by the Certified Supplier. If the Company bills the customer for the services provided by a Certified Supplier, the Company will collect the funds from the customer and remit the same to the Certified Supplier.

The Company shall not be liable for the Certified Supplier's default or failure to provide service to a customer, nor shall it be responsible for a customer's failure to pay for its services received from a Certified Supplier as a consequence of the Company performing this role.

- B. Payments To The Company:** Payments to the Company will be applied to the customer's account in accordance with the Ohio Administrative Code, except as permitted by the Order in Case No. 02-1944-EL-ESS.
- C. Disputes:** If the Company bills for services provided by the Certified Supplier, such bills will be based on 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 Company bills customers for the services provided by the Certified Supplier, any failure by the customer to pay any and all charges due the Company in a timely manner shall be subject to any and all applicable provisions of these Electric Service Regulations, including, without limitation, collection, late fees, and termination of service.
- E. Late Payment Fees:** The Company may impose late payment fees on that portion of a customer's bill that pertains to services provided by the Company. Pursuant to the Order in Case No. 02-1944-EL-CSS, the Company may also charge late fees on past due amounts due and owing the Certified Supplier.
- F. Collection Activity:** Except as set forth in the Order in Case No. 02-1944-EL-CSS, the Company shall not be responsible for collection of amounts due from a customer to a Certified Supplier.

XV. CERTIFIED SUPPLIERS - CUSTOMER AGGREGATION

Customers may be aggregated for purposes of purchasing 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 of the Company by virtue of its position as an aggregator. Each customer that is a member of an aggregated group shall remain an individual customer of the Company for purposes of billing under each customer's applicable rate schedule. The consumption of individual members of an aggregated group shall not be combined for billing purposes. No charge of a tariffed service will be affected by a customer's aggregation status, and aggregation of load cannot be used for qualification under a tariff.

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XVI. 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.

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

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

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.

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- 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.

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- 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.

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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.

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- 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.

ELECTRIC SERVICE REGULATIONS

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

D. Short Term Capacity Shortages in Neighboring Control Areas:

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

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

E. Emergency Procedures for Municipal Wholesale Customers:

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

RESIDENTIAL SERVICE - (RATE "RS")

AVAILABILITY:

Available for residential service to installations served through one meter for each family unit in a residence or apartment.

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. The hallways and other common facilities of an apartment building or apartment complex are to be billed on the appropriate general service rate.

SERVICE:

Service is provided per the Electric Service Regulations at a secondary voltage.

RATE:

All charges under this rate schedule shall be calculated as described below and charged on a monthly basis.

Distribution Charges:

Service Charge: \$4.00

Energy Charges:

All kWh, per kWh 3.1898¢

SPECIAL METERS:

Time-Of-Day Metering is available from the Company. Charges for such service are specified in the Miscellaneous Charges, Tariff Sheet 75.

APPLICABLE RIDERS:

The charges included with the applicable riders as designated on the Summary Rider, Tariff Sheet 80 shall be added to the Rates and charges set forth above.

ELECTRIC SERVICE REGULATIONS:

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

GENERAL SERVICE - SECONDARY (RATE "GS")

AVAILABILITY:

Available to general service installations requiring Secondary Service. Secondary Service is defined in the Company's Electric Service Regulations. Choice of voltage shall be at the option of the Company.

SERVICE:

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

RATE:

All charges under this rate schedule shall be calculated as described below and charged on a monthly basis.

Distribution Charges:

Service Charge:	\$7.00
Capacity Charge:	
Up to 5 kW of billing demand	\$12.8000
For each kW over 5 kW of billing demand	\$5.4635
Reactive Demand Charge applicable to three phase customers only	
For each rkVA of reactive billing demand	\$0.360

BILLING DEMAND:

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

1. Measured Demand, being the highest thirty (30) minute integrated kW
2. 5.0 kW
3. The Contract Demand

Measured Demand shall be estimated for all customers not having a demand meter and using over 1,000 kWh per month by applying a factor of 200 by the following formula: Measured Demand = kWh / 200.

REACTIVE BILLING DEMAND:

For installations metered with reactive energy metering, the reactive billing demand in rkVA for the month shall be determined by multiplying the Measured Demand by the ratio of the measured lagging reactive kilovoltampere hours to the measured kilowatthours by the following formula: rkVA = Measured Demand X (measured lagging reactive kilovoltampere hours ÷ measured kilowatthours). For all other installations, the reactive billing demand shall be the integrated reactive demand occurring coincident with the Measured Demand.

APPLICABLE RIDERS:

The charges included with the applicable riders as designated on the Summary Rider, Tariff Sheet 80 shall be added to the Rates and charges set forth above.

GENERAL SERVICE - SECONDARY (RATE "GS")

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 all the demand and energy registrations shall each be reduced 2%.

SPECIAL METERS:

Time-Of-Day and Interval Metering is available from the Company. Charges for such service are specified in the Miscellaneous Charges, Tariff Sheet 75.

UNMETERED SERVICE:

Unmetered service is available to customers 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. The Billing Load shall be the connected load in kilowatts. The monthly billing kilowatt-hours shall be the product of Hours of Use times connected load. Hours of Use shall be 730 hours for continuous operation mode and 350 hours for all other operation modes.

The customer shall notify the Company of the initial connected load and operation mode and shall provide advance notice of each subsequent change in such load or operation mode. The Company may make an inspection of the customer's equipment at any time to verify connected loads and operation mode. 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 and adjust prior billing amounts accordingly to reflect the increases in load.

DUPLICATE CIRCUIT SERVICE:

When service is furnished to provide redundancy to the Company's main service as requested by the customer, a contract demand shall be established by mutual agreement and shall be specified in the service contract. Such installations shall be considered a Premium Installation and shall be a separate account from the customer's main service.

ELECTRIC SERVICE REGULATIONS:

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

CONTRACT:

Electric service hereunder shall be furnished in accordance with a written contract, at the Company's discretion, 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.

GENERAL SERVICE - SECONDARY (RATE "GS")

The Contract Demand shall be specified in the contract for electric service of customers establishing service after January 22, 2009 and of customers requiring or requesting a significant change in service. The Contract Demand shall be 60% of the customer's expected, typical monthly peak load. Customers with a Contract Demand on January 22, 2009 will remain at that existing Contract Demand level, until such time as they reestablish service or request or require a significant change in service. The Contract Demand shall be reevaluated based on actual usage upon customer request, no more than once per 12 month period.

If the customer's capacity or service requirements increase, the Company, at its sole and exclusive judgement, may at any time require the customer to enter into a new contract for electric service.

GENERAL SERVICE - PRIMARY (RATE "GP")

AVAILABILITY:

Available to general service installations requiring Primary Service. Primary Service is defined in the Company's Electric Service Regulations. Choice of voltage shall be at the option of the Company.

SERVICE:

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

The customer will be responsible for all transforming, controlling, regulating and protective equipment and its operation and maintenance.

RATE:

All charges under this rate schedule shall be applied as described below and charged on a monthly basis.

Distribution Charges:

Service Charge:	\$150.00
Capacity Charge: For each kW of billing demand	\$2.2550
Reactive Demand Charge applicable to three phase customers only For each rkVA of reactive billing demand	\$0.360

BILLING DEMAND:

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

1. Measured Demand, being the highest thirty (30) minute integrated kW
2. 30.0 kW
3. The Contract Demand

REACTIVE BILLING DEMAND:

For installations metered with reactive energy metering, the reactive billing demand in rkVA for the month shall be determined by multiplying the Measured Demand by the ratio of the measured lagging reactive kilovoltampere hours to the measured kilowatthours by the following formula: $rkVA = \text{Measured Demand} \times (\text{measured lagging reactive kilovoltampere hours} \div \text{measured kilowatthours})$. For all other installations, the reactive billing demand shall be the integrated reactive demand occurring coincident with the Measured Demand.

APPLICABLE RIDERS:

The charges included with the applicable riders as designated on the Summary Rider, Tariff Sheet 80 shall be added to the Rates and charges set forth above.

GENERAL SERVICE - PRIMARY (RATE "GP")

ADJUSTMENT FOR SECONDARY METERING:

The Company reserves the right to install the metering equipment on either the primary or secondary side of the transformers serving the customer, and when installed on the secondary side, at the Company's option, the Company shall correct for transformer losses by one of the two following methods: 1.) by using compensating-metering equipment or 2.) by increasing all demand and energy registrations by 2% each.

SPECIAL METERS:

Time-Of-Day and Interval Metering is available from the Company. Charges for such service are specified in the Miscellaneous Charges, Tariff Sheet 75.

DUPLICATE CIRCUIT SERVICE:

When service is furnished to provide redundancy to the Company's main service as requested by the customer, a contract demand shall be established by mutual agreement and shall be specified in the service contract. Such installations shall be considered a Premium Installation and shall be a separate account from the customer's main service.

ELECTRIC SERVICE REGULATIONS:

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

CONTRACT:

Electric service hereunder shall be furnished in accordance with a written contract, which by its term shall be in full force and effect for a minimum period of two years 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.

The Contract Demand shall be specified in the contract for electric service of customers establishing service after January 22, 2009 and of customers requiring or requesting a significant change in service. The Contract Demand shall be 60% of the customer's expected, typical monthly peak load. Customers with a Contract Demand on January 22, 2009 will remain at that existing Contract Demand level, until such time as they reestablish service or request or require a significant change in service. The Contract Demand shall be reevaluated based on actual usage upon customer request, no more than once per 12 month period.

If the customer's capacity or service requirements increase, the Company, at its sole and exclusive judgement, may at any time require the customer to enter into a new contract for electric service.

GENERAL SERVICE - SUBTRANSMISSION (RATE "GSU")

AVAILABILITY:

Available to general service installations requiring Subtransmission Service. Subtransmission Service is defined in the Company's Electric Service Regulations. Choice of voltage shall be at the option of the Company.

SERVICE:

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

The customer will be responsible for all transforming, controlling, regulating and protective equipment and its operation and maintenance.

RATE:

All charges under this rate schedule shall be calculated as described below and charged on a monthly basis.

Distribution Charges:

Service Charge:	\$200.00
Capacity Charge: For Each kVA of billing demand	\$0.8380

BILLING DEMAND:

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

1. Measured Demand, being the highest thirty (30) minute integrated kVA
2. 30.0 kVA
3. The Contract Demand

APPLICABLE RIDERS:

The charges included with the applicable riders as designated on the Summary Rider, Tariff Sheet 80 shall be added to the Rates and charges set forth above.

ADJUSTMENT FOR SECONDARY METERING:

The Company reserves the right to install the metering equipment on either the primary or secondary side of the transformers serving the customer, and when installed on the secondary side, at the Company's option, the Company shall correct for transformer losses by one of the two following methods: 1.) by using compensating-metering equipment or 2.) by increasing all demand and energy registrations by 2% each.

GENERAL SERVICE - SUBTRANSMISSION (RATE "GSU")

SPECIAL METERS:

Time-Of-Day and Interval Metering is available from the Company. Charges for such service are specified in the Miscellaneous Charges, Tariff Sheet 75.

DUPLICATE CIRCUIT SERVICE:

When service is furnished to provide redundancy to the Company's main service as requested by the customer, a contract demand shall be established by mutual agreement and shall be specified in the service contract. Such installations shall be considered a Premium Installation and shall be a separate account from the customer's main service.

ELECTRIC SERVICE REGULATIONS:

The Company's Electric Service 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 shall be furnished in accordance with a written contract, which by its term shall be in full force and effect for a minimum period of two years 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.

The Contract Demand shall be specified in the contract for electric service of customers establishing service after January 22, 2009 and of customers requiring or requesting a significant change in service. The Contract Demand shall be 60% of the customer's expected, typical monthly peak load. Customers with a Contract Demand on January 22, 2009 will remain at that existing Contract Demand level, until such time as they reestablish service or request or require a significant change in service. The Contract Demand shall be reevaluated based on actual usage upon customer request, no more than once per 12 month period.

If the customer's capacity or service requirements increase, the Company, at its sole and exclusive judgement, may at any time require the customer to enter into a new contract for electric service.

GENERAL SERVICE - TRANSMISSION (RATE "GT")

AVAILABILITY:

Available to general service installations requiring Transmission Service. Transmission Service is defined in the Company's Electric Service Regulations. Choice of voltage shall be at the option of the Company.

SERVICE:

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

The customer will be responsible for all transforming, controlling, regulating and protective equipment and its operation and maintenance.

RATE:

All charges under this rate schedule shall be calculated as described below and charged on a monthly basis.

Distribution Charges:

Service Charge:	\$320.00
Capacity Charge: For Each kVA of billing demand	\$0.3672

BILLING DEMAND:

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

1. Measured Demand, being the highest thirty (30) minute integrated kVA.
2. 100.0 kVA
3. The Contract Demand

APPLICABLE RIDERS:

The charges included with the applicable riders as designated on the Summary Rider, Tariff Sheet 80 shall be added to the Rates and charges set forth above.

ADJUSTMENT FOR SECONDARY METERING:

The Company reserves the right to install the metering equipment on either the primary or secondary side of the transformers serving the customer, and when installed on the secondary side, at the Company's option, the Company shall correct for transformer losses by one of the two following methods: 1.) by using compensating-metering equipment or 2.) by increasing all demand and energy registrations by 2% each.

GENERAL SERVICE - TRANSMISSION (RATE "GT")

SPECIAL METERS:

Time-Of-Day and Interval Metering is available from the Company. Charges for such service are specified in the Miscellaneous Charges, Tariff Sheet 75.

ELECTRIC SERVICE REGULATIONS:

The Company's Electric Service 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 shall be furnished in accordance with a written contract, which by its term shall be in full force and effect for a minimum period of two 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.

The Contract Demand shall be specified in the contract for electric service of customers establishing service after January 22, 2009 and of customers requiring or requesting a significant change in service. The Contract Demand shall be 60% of the customer's expected, typical monthly peak load. Customers with a Contract Demand on January 22, 2009 will remain at that existing Contract Demand level, until such time as they reestablish service or request or require a significant change in service. The Contract Demand shall be reevaluated based on actual usage upon customer request, no more than once per 12 month period.

If the customer's capacity or service requirements increase, the Company, at its sole and exclusive judgement, may at any time require the customer to enter into a new contract for electric service.

GENERAL SERVICE

Partial Service Rider

Applicability:

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

Service Terms and Conditions:

Backup Reservation Service and Scheduled Maintenance Service:

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

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

Backup Reservation Service:

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

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

Scheduled Maintenance Service:

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

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

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

Supplementary Service:

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

Conditions:

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

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

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

Rate:

Administrative Charge

\$ 47.70 per month.

Backup Capacity Reservation Charge and Daily Backup Power:

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

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

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

Scheduled Maintenance Power:

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

Billing Demand for Supplementary Service:

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

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

Billing Demand for Daily Backup Power or Maintenance Power:

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

Energy for Backup or Maintenance Power:

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

Generation from Certified Suppliers:

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

Applicable Riders:

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

Universal Service Rider	Sheet No. 90
Temporary Rider for EEF	Sheet No. 91
Fuel Rider	Sheet No. 105
Fuel Cost Recovery Rider	Sheet No. 107

Maximum Charge:

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

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.

STREET LIGHTING PROVISIONS

AVAILABILITY:

Available to municipalities and governmental authorities for the lighting of streets, sidewalks, parks, and other public grounds.

METERING:

Standard street lighting service shall be unmetered with monthly kilowatt hour consumption determined using rated bulb capacity and associated ballasts multiplied by average burn hours. Any street light pole with an electrical outlet shall be metered with all initial costs of metering installation borne by the customer.

BURN HOURS:

Unless otherwise noted, all lamps shall be operated by photoelectric control or by time clocks, with hours of operation from dusk to dawn, 4,200 hours per annum.

The following monthly Kilowatt-hour values shall be used for billing purposes. Any installation with dual lamps shall multiply the below values by two (2).

Bulb Type	Bulb Rating	kWh per Month
Incandescent	1,000 Lumens	24
Incandescent	2,000 Lumens	56
Incandescent	2,500 Lumens	70
Incandescent	4,000 Lumens	126
Incandescent	6,000 Lumens	157
Incandescent	10,000 Lumens	242
Incandescent	15,000 Lumens	282

Fluorescent	6,000 Lumens	45
Fluorescent	13,800 Lumens	94
Fluorescent	21,800 Lumens	135
Fluorescent	43,600 Lumens	264

Mercury Vapor	100 Watts	43
Mercury Vapor	175 Watts	69
Mercury Vapor	175 Watts*	144
Mercury Vapor	250 Watts	104
Mercury Vapor	250 Watts*	216
Mercury Vapor	400 Watts	158
Mercury Vapor	700 Watts	287
Mercury Vapor	1000 Watts	380

*Operating in continuous burn mode

STREET LIGHTING PROVISIONS

Bulb Type	Bulb Rating	kWh per Month
High Pressure Sodium Vapor	70 Watts	29
High Pressure Sodium Vapor	100 Watts	42
High Pressure Sodium Vapor	100 Watts*	87
High Pressure Sodium Vapor	150 Watts	62
High Pressure Sodium Vapor	150 Watts*	129
High Pressure Sodium Vapor	200 Watts	88
High Pressure Sodium Vapor	215 Watts	89
High Pressure Sodium Vapor	250 Watts	105
High Pressure Sodium Vapor	310 Watts	128
High Pressure Sodium Vapor	400 Watts	163
High Pressure Sodium Vapor	1000 Watts	410

*Operating in continuous burn mode

IN-SERVICE DATES:

All street lighting equipment which is placed in service or removed by and including the 15th day of the month shall be charged by the Company and paid for by the customer as if the equipment had been in service or removed on the 1st day of the subject month. All street lighting equipment which is placed in service or removed subsequent to the 15th of the month shall be charged by the Company and paid for by the customer as if the equipment had been placed in service or removed on the 1st day of the subsequent month.

APPLICABLE RIDERS:

Rates and charges specified in this schedule shall be subject to and modified in accordance with provisions of the applicable riders listed on the Summary Rider, Sheet 80, or any other applicable riders approved by the Public Utilities Commission of Ohio.

GENERAL RULES:

Extensions of existing distribution facilities, and/or the addition of transformers, which are required strictly for the purposes of providing street lighting service shall be paid for by the customer.

In cases of vandalism to Company owned lighting equipment, the Company, at its discretion, will repair the damaged property, the cost of which shall be borne by the customer and billed upon completion of work. A written estimate of the cost will be submitted to the customer for approval before work is performed.

In cases of vandalism to customer owned lighting equipment, the customer shall be responsible for repairing the damaged property. The Company may, upon request from the customer, repair the damaged property, the cost of which shall be borne by the customer and billed upon completion of work. A written estimate of the repair cost will be submitted to the customer for approval before work is performed.

STREET LIGHTING PROVISIONS

The customer shall have the right to affix street, traffic, regional transit authority, combination, safety, and warning signs on any street lighting equipment installed under this tariff schedule as long as said sign is erected and maintained in a proper and safe manner so as not to interfere in any way with the use of street lighting equipment, appurtenances or equipment of the Company. The customer shall agree to indemnify and hold harmless the Company or its successors and assigns of and from any and all expense and damages resulting to anyone caused by the negligent installation or maintenance of said street sign. The customer shall not attach any signs, devices, posters, banners, handbills or placards of any description, other than the aforementioned traffic, safety and warning signs, to any street lighting equipment installed under this tariff schedule without the express written consent of the Company.

No reduction in billing shall be allowed for lamp outages.

The Company's obligations with respect to making extensions, furnishing service, and supplying electric energy shall at all times be subject to limitations or restrictions by virtue of regulations issued by governmental authorities.

STREET LIGHTING SERVICE - (RATE "STL")
COMPANY OWNED

GENERAL RULES:

The Company will install lighting equipment on an approved existing pole or, where necessary, will furnish one pole for mounting the lighting equipment and one section of secondary wire. All additional lighting equipment, not provided for herein, installed by the Company at the request of the customer, shall be the property of the Company and be paid for by the customer.

CHANGES IN NUMBER, SIZE, TYPE OR LOCATION:

Activities related to the replacement, relocation, alteration, or removal of existing street lighting equipment are not included as part of normal maintenance. Such activities include, but are not limited to, the replacement of an existing fixture, removal or relocation of a lamp, luminaire, bracket, and/or pole, or installation of a luminaire shield. All such requests shall be made in writing by the customer. The Company will supply the customer with a written estimate of charges prior to the start of work.

RESPONSIBILITIES FOR OWNERSHIP, MAINTENANCE AND REPLACEMENT:

All lighting components including lamp, refractor, luminaire, ballast, pole, bracket, and other supporting materials shall be owned by the Company. All service and necessary maintenance will be performed only during the regular working hours of the Company.

INSTALLATION COSTS:

All installation costs for new street lighting investment that exceed the net book value of street lighting investment reflected in the rates below shall be billed to the customer. A written estimate of costs shall be presented to the customer for approval prior to the start of the work and paid in full upon completion.

RATE:

Monthly charges per customer for all customers served under this schedule shall include Distribution Charges as shown below.

Distribution Charges:

INCANDESCENT STREET LIGHTING (a)

<u>Monthly Base Rate</u>	<u>Overhead Service</u>	<u>Underground Service</u>
For each Incandescent unit	-	\$16.69

(a) The Company will not install new incandescent lighting equipment but will maintain existing incandescent lighting equipment when practical.

STREET LIGHTING SERVICE - (RATE "STL")
COMPANY OWNED

MERCURY STREET LIGHTING (b)

Rating in Watts	Monthly Base Rate	Monthly Base Rates				Bridge or Underpass Wallpack
		<u>Overhead Service</u>		<u>Underground Service</u>		
		Wood Pole	Metal Pole	Post Type	Pole Type	
100	per unit	\$5.81		\$8.65	-	-
175	per unit	\$5.06		\$8.43	\$15.64	\$7.49
250	per unit	\$5.26		\$9.68	-	-
400	per unit	\$5.25		-	-	-
1,000	per unit	\$5.35		-	-	-

(b) The Company will not install new mercury lighting equipment but will maintain existing mercury lighting equipment when practical.

HIGH PRESSURE SODIUM LIGHTING (c)

Rating in Watts	Monthly Base Rate	Monthly Base Rates				Bridge or Underpass Wallpack
		<u>Overhead Service</u>		<u>Underground Service</u>		
		Wood Pole	Metal Pole	Post Type	Pole Type	
70	per unit	\$6.37	\$14.16	\$9.47	\$16.46	\$10.03
100	per unit	\$6.04	\$13.87	\$9.48	\$16.46	\$10.73
150*	per unit	\$5.68	\$14.55	\$9.77	\$18.97	\$10.52
200	per unit	-	-	-	\$19.65	-
215*	per unit	\$5.89	\$14.68	-	\$17.28	\$9.19
250	per unit	\$5.51	\$14.31	-	\$19.45	\$10.93
310	per unit	-	-	-	\$20.40	-
400	per unit	\$5.47	\$15.28	-	\$37.15	-
400**	per unit	-	-	-	\$41.44	-
1,000	per unit	\$7.79	\$16.76	-	\$40.55	-

(c) The Company reserves the right to limit the types of posts, luminaries and lamps under this rate for new installations.

*Applicable for either standard installations or relamping of existing Mercury fixtures.

** Dual lamps

APPLICABLE RIDERS:

The charges included with the applicable riders as designated on the Summary Rider, Tariff Sheet 80 shall be added to the Rates and charges set forth above.

STREET LIGHTING SERVICE - (RATE "STL")
CUSTOMER OWNED

GENERAL RULES:

The customer shall inform the Company in writing of any changes to existing unmetered load associated with a customer's street lighting account at least 30 days prior to the anticipated date of change. Changes include, but are not limited to, any modification of rated lamp or bulb capacity or the addition of unmetered lights. If prior notice is not properly provided to the Company, the Company may retroactively bill the customer's account: (1) for all usage from the point such load was added, and (2) up to an additional three months usage. At any point after such notice is not properly provided, the Company may also refuse to continue providing unmetered service at the delivery point. In such case, the cost of metering equipment and installation shall be fully borne by the customer while equipment shall be owned by the Company. The Company may, at any time, inspect the customer's equipment to verify or measure actual load.

RESPONSIBILITIES FOR OWNERSHIP, MAINTENANCE AND REPLACEMENT:

The customer shall furnish, install, repair, replace, and maintain all lighting components as well as be responsible for the costs, if any, of such work performed by the Company. All lighting components including lamp, refractor, luminaire, ballast, pole, bracket, and other supporting materials shall be owned by the customer.

RATE:

Monthly charges per customer for all customers served under this schedule shall include Distribution Charges as shown below.

Distribution Charges:

ALL LAMP TYPES	
	<u>Monthly Base Rate:</u>
All kWh per kWh	0.3230¢

APPLICABLE RIDERS:

The charges included with the applicable riders as designated on the Summary Rider, Tariff Sheet 80 shall be added to the Rates and charges set forth above.

STREET LIGHTING SERVICE - (RATE "STL")
CUSTOMER OWNED, LIMITED COMPANY MAINTENANCE

APPLICABILITY:

This lighting plan is not available for lighting units installed after December 31, 2008.

GENERAL RULES:

The customer shall inform the Company in writing of any reductions to existing unmetered load associated with a customer's street lighting account at least 30 days prior to the anticipated date of change.

CHANGES IN NUMBER, SIZE, TYPE OR LOCATION:

Activities related to modification of existing street lighting equipment are not included as part of normal maintenance. Such activities include, but are not limited to, the replacement or alteration of an existing fixture, removal or relocation of a lamp, luminaire, bracket, and/or pole, or installation of a luminaire shield. All such requests shall be made in writing by the customer. The Company will supply the customer with a written estimate of charges prior to the start of work.

RESPONSIBILITIES FOR OWNERSHIP, MAINTENANCE AND REPLACEMENT:

All lighting components shall be furnished, owned, repaired, maintained, and replaced by the customer except for bulbs, refractors, photoelectric cells, luminaires, and ballasts. The Company shall replace bulbs, refractors, luminaires, and ballasts that fail due to normal use twice in a twelve (12) month period at no additional cost when practical. Additional replacements shall be billed to the customer at actual cost.

RATE:

Monthly charges per customer for all customers served under this schedule shall include Distribution Charges as shown below.

Distribution Charges:

ALL LAMP TYPES:

	<u>Monthly Base Rate:</u>
All kWh per kWh	2.7895¢

The following charges apply in addition to the above:

APPLICABLE RIDERS:

The charges included with the applicable riders as designated on the Summary Rider, Tariff Sheet 80 shall be added to the Rates and charges set forth above.

STREET LIGHTING SERVICE - (RATE "STL")
EFFICIENCY SAFETY INCENTIVE PROGRAM

APPLICABILITY:

This lighting plan is available for Municipalities and Governmental authorities receiving electric service from the Company with lighting units served under the Efficiency Safety Incentive Program ("ESIP") as of December 31, 2008.

QUALIFYING LIGHTS:

Qualifying lights shall refer to all mercury, high pressure sodium, or metal halide street lights which are Company owned and served under this program. All Qualifying Lights shall at all times be and remain the exclusive property of the Company.

CHANGES IN NUMBER, SIZE, TYPE OR LOCATION:

Activities related to modification of existing Qualifying Lighting equipment are not included as part of normal maintenance. Such activities include, but are not limited to, the replacement, alteration, or conversion of an existing fixture, removal or relocation of a lamp, luminaire, bracket, and/or pole, or installation of a luminaire shield. All such requests shall be made in writing by the customer. The Company will supply the customer with a written estimate of charges prior to the start of work. Any lighting modifications shall not affect or impair the Company's ownership rights of Qualifying Lights.

RESPONSIBILITIES FOR OWNERSHIP, MAINTENANCE AND REPLACEMENT:

Customers shall be responsible for the costs of purchasing, installing, repairing and replacing all lighting components with the exception of bulbs, refractors, photoelectric cells, and ballasts. The Company shall replace bulbs, refractors, photoelectric cells, and ballasts that fail due to normal use twice in a twelve (12) month period at no additional cost when practical and not prohibited by applicable law. Additional replacements shall be billed to the customer at actual cost. The Company shall operate, own, and maintain all Qualifying lights served under this program.

Additional Qualifying Lights may be added at the written request of the customer. The costs of purchasing and installing additional Qualifying Lights shall be fully borne by the customer. The Company shall supply the customer with a written estimate of charges prior to the start of work. In the case of new underground fed systems, the customer may elect to have an independent contractor obtain and install any new lighting unit, provided that the system meets Company safety standards and utilizes street lights available under the Company's Street Lighting Service, Company Owned schedule. In all cases, the Company shall make all final connections to its electrical system

CUSTOMER CANCELLATION:

Customers may opt off of this lighting program to the Company's Street Lighting Service, Company Owned schedule with 60 days advanced notice. Opting off this program shall not affect or impair the Company's ownership rights of Qualifying Lights.

STREET LIGHTING SERVICE - (RATE "STL")
EFFICIENCY SAFETY INCENTIVE PROGRAM

RATE:

Monthly charges per customer for all customers served under this schedule shall include Distribution Charges as shown below.

Distribution Charges:

ALL LAMP TYPES:

	<u>Monthly Base Rate:</u>
All kWh per kWh	5.8661¢

The following charges apply in addition to the above:

APPLICABLE RIDERS:

The charges included with the applicable riders as designated on the Summary Rider, Tariff Sheet 80 shall be added to the Rates and charges set forth above.

TRAFFIC LIGHTING SCHEDULE - (RATE "TRF")

AVAILABILITY:

Available to municipalities, governmental authorities and school districts for the sole purpose of providing electric service to traffic control devices and/or other devices used for traffic control or public safety.

METERING:

New traffic light installations shall be metered, when conditions as determined by the Company allow for such metering, at each Service Connection with the cost of meter installation borne by the customer.

Monthly kilowatt hour consumption for unmetered traffic light equipment shall be determined by the number, rated wattage capacity, and operating characteristics of the traffic lighting.

RATE:

Monthly charges per customer for all customers served under this schedule shall include Distribution Charges as shown below.

Distribution Charge:

Energy Charge:	
All kWh, per kWh	1.0756¢

APPLICABLE RIDERS:

The charges included with the applicable riders as designated on the Summary Rider, Tariff Sheet 80 shall be added to the Rates and charges set forth above.

SERVICE CONNECTION:

A Service Connection shall be defined as the point at which the device(s) of the customer connect to the facilities of the Company.

OWNERSHIP:

Traffic control lights, warning lights, traffic signs, and other devices served under this rate schedule shall be owned, installed and maintained by the customer, including all wiring and equipment. All service connections shall be made by the Company.

TRAFFIC LIGHTING SCHEDULE - (RATE "TRF")

SERVICE TABULATION:

The customer shall provide, upon the Company's request, a tabulation showing all traffic control lights and warning lights installed and in service. Notwithstanding the above, the customer shall inform the Company in writing of any changes to existing unmetered load associated with a customer's traffic lighting at least 30 days prior to the anticipated date of change. Changes include, but are not limited to, additional traffic control lights, traffic signs, or warning lights installed, or any change made in the wattage of any such unit. If prior notice is not properly provided to the Company, the Company may retroactively bill the customer's account: (1) for all usage from the point such load was added, and (2) up to an additional three months usage. At any point after such notice is not properly provided, the Company may also refuse to continue providing unmetered service at the delivery point. In such case, the cost of metering equipment and installation shall be fully borne by the customer while equipment shall be owned by the Company. The Company may, at any time, inspect the customer's equipment to verify or measure actual load.

GENERAL RULES:

Extensions of existing distribution facilities, and/or the addition of transformers, which are required strictly for the purposes of providing traffic lighting service shall be paid for by the customer.

The customer may attach police, fire and rescue signal equipment to the Company's poles. Such attachments shall be made in accordance with accepted standards for safe construction and shall not interfere in any way with the Company's use of its property or the provision of electric service. The customer shall indemnify and hold harmless the Company from and against any and all liability arising from the customer's use of the Company's facilities in this manner.

Warning sirens up to 400 watts and call box lights shall be billed as traffic control devices.

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.

ELECTRIC SERVICE REGULATIONS:

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

PRIVATE OUTDOOR LIGHTING SERVICE - (RATE "POL")

AVAILABILITY:

Available to any customer receiving service at secondary voltages on the lines of the Company for all-night outdoor lighting on private property.

METERING:

Private Outdoor Lighting service shall be unmetered with monthly kilowatt hour consumption determined using standard bulb ratings and associated ballasts multiplied by average burn hours.

BURN HOURS:

All lamps shall be operated by photoelectric control or by time clocks, with hours of operation from dusk to dawn, 4,200 hours per annum.

The following monthly Kilowatt-hour values shall be used for billing purposes. Any installation with dual lamps shall multiply the below values by two (2).

<u>Bulb Type</u>	<u>Rating</u>	<u>kWh Per Month</u>
Mercury Vapor	175 Watt	69
Mercury Vapor	400 Watt	158
Mercury Vapor	1000 Watt	380
High Pressure Sodium Vapor	100 Watt	42
High Pressure Sodium Vapor	150 Watt	62
High Pressure Sodium Vapor	200 Watt	88
High Pressure Sodium Vapor	250 Watt	105
High Pressure Sodium Vapor	400 Watt	163
Metal Halide	15,000 Lumens	73
Metal Halide	23,000 Lumens	111
Metal Halide	40,000 Lumens	172

RATE:

Monthly charges per customer for all customers served under this schedule shall include Distribution Charges as shown below.

Distribution Charges:

<u>MERCURY LIGHTING</u>			
<u>Watts</u>	<u>Monthly Base Rate:</u>	<u>Overhead Wood</u>	<u>All Other Installations</u>
175	per unit	\$6.46	\$10.86
400	per unit	\$8.26	-
1,000	per unit	\$9.41	-

PRIVATE OUTDOOR LIGHTING SERVICE - (RATE "POL")

HIGH PRESSURE SODIUM LIGHTING

<u>Watts</u>	<u>Monthly Base Rate:</u>	<u>Overhead Wood</u>	<u>All Other Installations</u>
100 or less	per unit	\$7.69	\$12.72
150	per unit	-	-
200	per unit	-	-
250	per unit	\$10.07	-
400 or greater	per unit	\$10.82	-

METAL HALIDE LIGHTING

<u>Monthly Base Rate:</u>	<u>Overhead Wood</u>	<u>All Other Installations</u>
For each Metal Halide unit	\$11.17	\$20.95

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:

<u>Monthly Base Rate:</u>	
For each pole	\$6.42

APPLICABLE RIDERS:

The charges included with the applicable riders as designated on the Summary Rider, Tariff Sheet 80 shall be added to the Rates and charges set forth above.

OWNERSHIP & MAINTENANCE:

All lighting equipment shall remain the property of the Company. All service and necessary maintenance will be performed only during the regular working hours of the Company.

CHANGES IN NUMBER, SIZE, TYPE OR LOCATION:

Activities related to the alteration or removal of existing private outdoor lighting equipment are not included as part of normal maintenance. Such activities include, but are not limited to, removal of a lamp, luminaire, bracket, and/or pole, or installation of a luminaire shield. All such requests shall be made in writing by the customer. The Company will supply the customer with a written estimate of charges prior to the start of work.

ELECTRIC SERVICE REGULATIONS:

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

PRIVATE OUTDOOR LIGHTING SERVICE - (RATE "POL")

GENERAL RULES:

The customer shall assume risk of loss or damage to equipment and property installed in connection with the lighting system. The Company may correct hazardous conditions affecting the safety of the public and the customer shall pay expenses incurred by the Company for repairs to equipment owned by the customer.

The customer shall inform the Company in writing of any reductions to existing unmetered load associated with a customer's street lighting account at least 30 days prior to the anticipated date of change

No reduction in billing shall be allowed for lamp outages.

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

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

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MISCELLANEOUS CHARGES

1. SAME DAY CONNECTION CHARGE

If the customer requests service for the same day on which the request has been made and the service is presently not connected, the Company will charge the customer a fee of \$35.00. (Electric Service Regulations, Sheet 4, Section II, Paragraph E).

2. FIELD COLLECTION CHARGE

When a customer has a delinquent bill, the Company may make a field collection visit to attempt to collect the delinquent amount. A Field Collection charge of \$12.00 shall be applicable once per billing cycle for all collection visits made during a billing cycle by the Company to the customer's premises. (Electric Service Regulations, Sheet 4, Section XI, Paragraph B).

3. RECONNECTION CHARGE

When service has been disconnected for failure to comply with the terms and conditions of the Rate Schedules or Electric Service Regulations of the Company or has been disconnected at the customer's request, (other than for seasonal or temporary discontinuance of service), the following charges for reconnection of service shall apply after payment has been made and the Company was contacted:

Before 12:30 pm; Same day reconnection.	\$35.00
After 12:30 pm; Next day reconnection.	\$35.00
Same day reconnection.	\$60.00

When service has been disconnected at the customer's request because of seasonal occupancy of the premises or for a temporary discontinuance of service where the same customer has moved in and out of the same premise within a 12 month period without another party signing for service during that 12 month period, the Company will charge the customer a reconnection fee of \$15.00. (Electric Service Regulations, Sheet 4, Section II, Paragraph F).

4. RETURNED PAYMENT CHARGE

The Company shall charge the customer \$15.00 for processing payments that result from dishonored payment transactions. (Electric Service Regulations, Sheet 4, Section VI, Paragraph H).

MISCELLANEOUS CHARGES

5. UNAUTHORIZED USE INVESTIGATION CHARGE

In the event the customer or consumer commits or is the beneficiary of any fraudulent practice in obtaining electric service from the Company, or falsifies any service application, the Company will assess the customer a minimum fee of \$125.00 for the Company's investigation of the unauthorized use of service. The charge will also be assessed where any connection or device is found on the service entrance equipment or premises of the customer or consumer which prevents the meter from accurately registering total consumption used or to be used, or where the service entrance equipment or other property used to supply electric service has been altered to avoid accurate metering or has been damaged.

The Company will also assess the customer an estimated or actual bill representing the electric service fraudulently or falsely obtained and the actual costs to repair or replace any damaged or missing service entrance equipment or other property used to supply electric service.

6. METER TEST CHARGE

The Company will test a meter at the request of the customer. The first test within a 36 month period shall be at no charge to the customer. The Company shall charge \$55.00 for any subsequent tests performed at the customer's request, however, no payment will be required of the customer if the meter is found to be registering incorrectly in accordance with the tolerances specified in Chapter 4901:1-10 of the Ohio Administrative Code. (Electric Service Regulations, Sheet 4, Section IX, Paragraph C).

7. DISCONNECTION/RECONNECTION FOR CUSTOMER WORK CHARGE

When a customer requests the Company to disconnect and/or reconnect there will be a charge to the customer for the Company's actual cost to perform the disconnect / reconnect. This charge will not apply to residential accounts unless such work, at the request of the customer, requires work to be performed by the Company outside normal working hours.

8. TEMPORARY SERVICE DROP CONNECTION CHARGE

When requested by a customer, the Company will provide a Temporary Service Drop Connection for a charge to the customer of \$200. A Temporary Service Drop Connection shall mean the installation of single-phase service up to 200 amps from existing secondary conductors. (Electric Service Regulations, Sheet 4, Section VII, Paragraph A.4).

MISCELLANEOUS CHARGES**9. METER SERVICE CHARGES**

Charges specified in this provision apply to customers that request the Company to install metering and to provide certain meter related services, both of which are necessary to bill the customer's account, and that otherwise are not provided by the Company. These charges are in addition to any charges included in the applicable rate schedule and must be paid by the customer prior to the Company installing the requested metering. The customer is responsible for providing communication links to the interval meter per the Company's specifications. If such a communication link is not installed by the first regularly scheduled interval meter read date, the Company may install a communication link and charge the customer on a monthly basis in accordance with charges specified in this provision.

Replace Meter with Interval Meter and Modem	\$550.00
Replace Meter with Time-of-Day Meter	\$105.00

Company installed communication link charge is \$50.00 per month.

If the Company is required to visit the meter site due to the inability to gain access to the meter location or the necessary communication link has not been installed, or the communication link is not working properly, or the Company elects to make a site visit to read the meter, a charge shall be applicable per site visit of \$50.00.

SUMMARY RIDER

Rates and charges included in the rate schedules listed in the following matrix shall be modified consistent with the terms and conditions of the indicated Riders:

<i>Rider - (Sheet)</i>		Rate Schedule							
		RS	GS	GP	GSU	GT	STL	TRF	POL
	Partial Service - (24)		●	●	●	●			
	Residential Distribution Credit - (81)	●							
A	Transmission and Ancillary Services - (83)	●	●	●	●	●	●	●	●
	School Distribution Credit - (85)		●	●	●				
	Business Distribution Credit - (86)		●	●					
P	Universal Service - (90)	●	●	●	●	●	●	●	●
P	Energy Efficiency - (91)	●	●	●	●	●			
	State kWh Tax - (92)	●	●	●	●	●	●	●	●
	Net Energy Metering - (94)	●	●	●	●	●			
T	Demand Side Management - (97)	●							
Q	Distribution Uncollectible - (99)	●	●	●	●	●	●	●	●
	Deferred Transmission Cost Recovery - (100)	●	●	●	●	●	●	●	●
	Green Resource - (104)	●	●	●	●	●	●	●	●
A	Advanced Metering Infrastructure / Modern Grid - (106)	●	●	●	●	●	●	●	●
	Delivery Service Improvement - (108)	●	●	●	●				
Q	PIPP Uncollectible Recovery - (109)	●	●	●	●	●	●	●	●
T	Demand Side Management and Energy Efficiency - (115)	●	●	●	●	●	●	●	●

● - Rider is applicable or available to the Rate Schedules indicated

A - Rider is updated/reconciled annually

T - Rider is updated/reconciled twice per year

Q - Rider is updated/reconciled quarterly

P - Rider is updated/reconciled periodically

RIDER RDC
Residential Distribution Credit

APPLICABILITY:

Applicable to any customer taking service under Rate Schedule RS who on January 22, 2009 took service from the Company under one of the following rate schedules and has not had a change of service address subsequent to January 22, 2009 and continues to comply with the requirements of the previously applicable rate schedule set forth below:

Residential Space Heating Rate	Original Sheet No. 11
Residential Optional Time-of-Day	Original Sheet No. 12
Residential Optional Controlled Service Rider	Original Sheet No. 14
Residential Load Management Rate	Original Sheet No. 17
Residential Water Heating Service	Original Sheet No. 18
Residential Optional Electrically Heated Apartment Rate	Original Sheet No. 19

In addition to those rate schedules listed above, customers served solely under the "Special Provisions" section specified in the Residential Standard Rate Schedule, Original Sheet 10.

RATE:

A customer's distribution charges as set forth in Rate Schedule RS shall be reduced by 1.77¢ per kWh for all kWh in excess of 500 which are consumed by the customer during winter billing periods, as defined in the Electric Service Regulations, Tariff Sheet 4, Section VI.I.1., Seasonal Price Changes.

Interconnection Tariff

Applicability

This tariff applies to those situations where an Interconnection Service Customer seeks to physically connect such customer's electric generation facility to, and may operate it in parallel with, the Company's Distribution system, if said customer qualifies for either the Simplified, Expedited or Standard Interconnection Procedure as defined in the Ohio Administrative Code.

Purpose

The purpose of this tariff is to implement Ohio Revised Code Section 4928.11, which calls for uniform interconnection standards that are not unduly burdensome or expensive and also ensure safety and reliability, to the extent governing authority is not preempted by Federal law. This Tariff states the terms and conditions that govern the Interconnection and Parallel Operation of an Interconnection Service Customer's facility with the Company's Distribution System.

Technical Requirements for Interconnection and Parallel Operation of facilities owned or operated by an Interconnection Service Customer.

Technical Requirements consist of the following: Part A contains the standardized Technical Requirements common to all Ohio Electric Distribution Utilities. Part A shall be amended as necessary to conform to adopted IEEE Standards. Part B contains the Screening Process applicable to all Interconnection Service Customer facilities. The Company shall provide upon request specific Technical Requirements necessary to fill in any gaps in Part A or for facilities that do not conform with the Part A Technical Requirements.

The Company shall maintain a copy of the Technical Requirements for Interconnection at its place of business such that the Technical Requirements are readily available to the public. The Company shall provide the Commission Staff with a copy of the Technical Requirements. Standards adopted by IEEE shall supersede the applicable provisions of the Company's Technical Requirements effective as of the date on which IEEE adopts such standards. However, any Interconnection made or initiated prior to the adoption of any national standard promulgated by IEEE shall be grandfathered. Regarding any IEEE minimum standard, or any guideline that the IEEE may promulgate, the Company may amend the Technical Requirements to the minimum extent required to address unique local conditions, and shall provide such amendments to the Staff and make such amendments available to the Interconnection Service Customers. All Technical Requirements for Interconnection, including superseding standards adopted by IEEE, are incorporated herein by reference.

Application Processing Fees

Applications qualifying for Level 1, Level 1.1, or Level 1.2 simplified review procedure pursuant to 4901:1-22-06 of the Ohio Administrative Code shall be charged a fee based on the sum of all actual costs of the Company per one-tenth of an hour of time spent on the simplified review.

Applications qualifying for Level 2 expedited review process pursuant to 4901:1-22-07 of the Ohio Administrative Code shall be charged in accordance with subsections (a), (b) and (c) inclusive, that immediately follows:

- (a) An application fee of fifty dollars, plus one dollar per kilowatt of the applicants' system nameplate capacity rating.
- (b) The cost of engineering work done as part of any impact or facilities study, equal to the sum of all actual costs incurred by the Company.
- (c) The actual cost to the Company for any minor modification of the Company's system that would otherwise not be done but for the applicant's interconnection request.

Applications qualifying for Level 3 standard review procedure pursuant to 4901:1-22-08 of the Ohio Administrative Code shall be charged in accordance with subsections (a), (b) and (c) inclusive, that immediately follows:

- (a) An application fee of one hundred dollars, plus two dollars per kilowatt of the applicants' system nameplate capacity rating.
- (b) The cost of engineering work done as part of any feasibility, system impact or facilities study, equal to the sum of all actual costs incurred by the Company.
- (c) The actual cost to the Company of any modifications of the Company's system that would otherwise not be done but for the applicant's interconnection request.

Construction or System Upgrades

If the Interconnection requires construction or an upgrade of the Company's system which, save for the generation facility would not be required, the Company will assess the Interconnection Service Customer the actual cost including applicable taxes of such construction or upgrade. Payment terms for such construction or upgrade will be agreed to and specified in the construction contract. The Company and the Interconnection Service Customer may negotiate for alternatives in order to reduce any costs or taxes applicable thereto.

Other Terms and Conditions

The customer and the Company shall be subject to the interconnection-related rules set forth in Sections 4901:1-22-01 et seq. of the Ohio Administrative Code, as amended from time to time. Said rules are incorporated herein by reference. In the event that there is any conflict between the terms and conditions set forth in this Tariff and those set forth in said rules, the latter shall control.

RIDER TAS
Transmission and Ancillary Services Rider

APPLICABILITY:

Applicable to any customer who receives electric service under the Company's Rate Schedules. This Rider is not applied to customers during the period the customer takes electric generation service from a certified supplier.

PURPOSE:

The Transmission and Ancillary Services Rider (TAS) will recover all transmission and transmission-related costs, including ancillary and congestion costs, imposed on or charged to the Company by FERC or a regional transmission organization, independent transmission operator, or similar organization approved by FERC.

RATE:

The TAS charge for each Rate Schedule shall be calculated as follows:

$$TAS = \left(\frac{TAC - E}{BU} \right) \times \left(\frac{1}{1 - CAT} \right)$$

Where:

TAC = The amount of the Company's total projected Transmission and Ancillary Services-related costs for the Computation Period, allocated to each Rate Schedule.

The Computation Period over which TAS will apply shall be January 1 through December 31 of each year.

E = For calendar period 2009, the unrecovered portion of the April 2007 to March 2008 reconciliation deferral as of December 31, 2008 plus the net over- or under-collection of the TAC, including applicable interest for the 6-month period ending September 30, 2008 allocated to Rate Schedules. Starting January 1, 2010, the net over- or under-collection of the TAC, including applicable interest, for the 12-month period ending September 30 of each year that immediately precedes the Computation Period, allocated to Rate Schedules.

BU = Forecasted billing units for the Computational Period for each Rate Schedule.

CAT = Commercial Activity Tax Rate

RIDER TAS
Transmission and Ancillary Services Rider

TAS charges:

RS (all kWhs, per kWh)	0.8138¢
GS* (per kW of Billing Demand)	\$ 2.199
GP* (per kW of Billing Demand)	\$ 2.872
GSU (per kVa of Billing Demand)	\$ 2.836
GT (per kVa of Billing Demand)	\$ 2.411
STL (all kWhs, per kWh)	0.3310¢
TRF (all kWhs, per kWh)	0.3310¢
POL (all kWhs, per kWh)	0.3310¢

* Separately metered outdoor recreation facilities owned by non-profit governmental and educational institutions, such as athletic fields, served under Rate GS or GP, primarily for lighting purposes, will be charged per the TAS charge applicable to Rate Schedule POL.

DISCOUNT:

Applicable to any customer taking service under Rate Schedules GS or GP who on December 31, 2008 took service from the Company under one of the following rate schedules and has not had a change of service address or a change to qualifying conditions subsequent to December 31, 2008. Qualifying conditions are those in effect in the below rate schedules as they existed on December 31, 2008 and continues to comply with the requirements of the previously applicable rate schedule set forth below:

General Service Secondary Voltages
(Optional Space and Water Heating)

Original Sheet No. 22

A 75% Discount will apply, by Rate Schedule, effective for service rendered beginning February 23, 2009, during winter billing periods.

RIDER UPDATES:

The charges contained in this Rider shall be updated and reconciled on an annual basis. The TAS Rider shall be filed with the Public Utilities Commission of Ohio on or before October 18 of each year and be effective for service rendered January 1 through December 31 of the subsequent year, unless otherwise ordered by the Commission.

RIDER SDC
School Distribution Credit Rider

APPLICABILITY:

Applicable to public school district buildings served under the Company's Energy for Education II program on December 31, 2008, and that are not taking service under the Company's Business Distribution Credit Rider (BDC), or under a contract pursuant to 4905.31, Revised Code or 4905.34, Revised Code.

Customer buildings qualifying for service under this rider may opt-out upon written request in order to take service under the Company's Rider BDC. Such customer buildings opting out may not return to service under this rider for a period of one year. Should Rider BDC be terminated or withdrawn, such customer buildings may return to service under this rider as soon as practical anytime subsequent to such termination upon written request of the customer and so long as this rider remains in effect.

RATE:

The sum of all distribution related charges specified in Company's General Service - Secondary ("Rate GS"), General Service Primary ("GP"), or General Service - Subtransmission ("GSU") rates including all applicable riders, shall be reduced by 8.693 percent.

RIDER BDC
Business Distribution Credit

APPLICABILITY:

Applicable to any customer taking service under Rate Schedules GS or GP who on January 22, 2009 took service from the Company under one of the following rate schedules and has not had a change of service address or a change to qualifying conditions subsequent to January 22, 2009. Qualifying conditions are those in effect in the below rate schedules as they existed on January 22, 2009 and continues to comply with the requirements of the previously applicable rate schedule set forth below:

General Service Secondary Voltages (Optional Space and Water Heating) Original Sheet No. 22

RATE:

A customer's distribution charges as set forth in Rate Schedules GS or GP shall be reduced by 2.000¢ per kWh for all kWhs consumed by the customer during winter billing periods, as defined in the Electric Service Regulations, Tariff Sheet 4, Section VI.I.1., Seasonal Price Changes.

Universal Service Rider

A Universal Service charge of 0.19474¢ per kWh for the first 833,000 kWh and 0.10461¢ per kWh for the kWh above 833,000 kWh shall be added to the energy charge of all applicable rate schedules for the exclusive purposes of providing funding for the low-income customer assistance programs and for the Consumer Education Program authorized under Section 4928.56 of the Ohio Revised Code, and for paying the administrative costs of the low-income customer assistance programs and the Consumer Education Program.

This Universal Service Rider replaces the Interim Emergency and Temporary Percentage of Income Payment Plan Rider. Any service subject to the Interim Emergency and Temporary Percentage of Income Payment Plan Rider shall be subject to this Universal Service Rider instead.

Temporary Energy Efficiency Rider

An Energy Efficiency charge of \$0.09 per customer per month shall be added to all applicable rate schedules and special contracts pursuant to Ohio Revised Code 4905.31 for the exclusive purposes of funding the Energy Efficiency Revolving Loan Program created under Section 4928.62 of the Ohio Revised Code and for paying the program's administrative costs.

All services shall be subject to this Temporary Energy Efficiency Rider regardless of underlying tariff or special arrangement.

This Temporary Energy Efficiency Rider shall remain in effect no later than December 31, 2010.

RIDER SKT
State kWh Tax Rider

APPLICABILITY:

A state kWh tax shall be applied to each kWh delivered to a customer taking service under Rate Schedules RS, GS, GP, GSU, GT, STL, TRF and POL consistent with Section 5727.81 of the Ohio Revised Code, unless a customer elects to be a self-assessing purchaser that has been approved by the Ohio Department of Taxation. A self-assessing purchaser is any customer taking service from the Company that consumed over the course of the previous calendar year more than 45,000,000 kWhs of electricity and meets the requirements set forth in Section 5727.81 of the Ohio Revised Code.

RATE:

First 2,000 kWhs	0.465¢ per kWh
Next 13,000 kWhs	0.419¢ per kWh
All Excess Over 15,000 kWhs	0.363¢ per kWh

In the event that the customer's meter is not actually read for the billing period, the estimated kWhs used to collect the Company charges may be used to collect the State kWh Tax.

ADDITIONAL TAXES:

The Ohio Commercial Activity Tax (CAT) rate as established in Section 5751.02 of the Ohio Revised Code shall be applied to the above charges according to the formula $1 / (1 - \text{CAT})$.

Net Energy Metering Rider

Availability

Pursuant to Section 4928.01(A)(30)-(32) of the Revised Code (Net Metering), a customer-generator is a customer of the Company that is a user of a net metering system. To qualify for a net metering system, the customer-generator facility must use as its fuel either solar, wind, biomass, landfill gas, or hydropower, or use a microturbine (a combustion turbine with a peak capacity of 100 kW or less) or a fuel cell which is located on the customer-generator's premises and operates in parallel with the Company's transmission and distribution systems and is intended primarily to offset part or all of the customer's requirements for electricity. A net metering system used by a customer-generator shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronic Engineers, and Underwriters Laboratories.

Pursuant to Section 4928.67 of the Revised Code, service under this Rider is available upon request to customer-generators on a first come, first served basis so long as the total rated generating capacity used by customer-generator facilities is less than one percent of the Company's aggregate customer peak demand in this state.

Metering

In order to receive service under this Rider, Net Metering must be accomplished using a single meter capable of registering the flow of electricity in each direction. If the existing electrical meter in service at the customer's facility is not capable of measuring the flow of electricity in each direction, the Company will, upon written request by the customer-generator, acquire, install, maintain, and read an approved meter that is capable of measuring electricity in each direction. The customer-generator will pay the Company all expenses involved in either modifying the existing meter or providing a new meter capable of registering the flow of electricity in each direction. Maintenance of the meter will be the responsibility of the Company, which will own the meter. The Company, at its own expense and with written consent of the customer-generator, may install additional meters to monitor the flow of electricity. Maintenance of the additional meter(s) will be the responsibility of the Company, which will own the meter(s).

Billing

The provisions of this rider will be applied to the rate schedule to which the customer would be assigned if that customer were not a customer-generator. The customer-generator will be billed or credited charges and applicable riders as measured by the meter. Measured demand specified in the appropriate tariff shall be based on the peak demand measured as supplied by the Company only, flowing from the Company's system to the customer-generator's facility. If the Company supplies more kilowatt-hours of electricity than the customer-generator facility feeds back to the Company's system during the billing period, all energy charges of the appropriate rate schedule shall be applied to the net kilowatt-hours of electricity that the Company supplied. If the customer-generator facility feeds more kilowatt-hours of electricity back to the system than the Company supplies to the customer-generator facility during the billing period, energy charges of the unbundled generation component of the appropriate rate schedule shall be applied to the net kilowatt-hours of electricity that the customer-generator facility supplied, which shall be allowed to accumulate as a bill credit until netted against the customer generator's bill. A refund in an amount of the accumulated bill credit will be paid to the customer-generator after three consecutive billing periods of such accumulation upon written request by the customer-generator.

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.

RIDER DSM
Demand Side Management Rider

APPLICABILITY:

A Demand Side Management ("DSM") Charge shall be applied to each kilowatt-hour ("kWh") delivered during a billing month to all retail customers taking service under Rate Schedule RS. The DSM Charge shall be non-bypassable.

RATES:

On the Effective Date ("ED"), the DSM Charge shall be 0.020¢, and shall be adjusted annually based on the following formula:

DSM Charge = $(((ADB - ADFIT) \times CC + AMORT + RA) / PS) \times [1 / (1 - CAT)]$, rounded to the fifth decimal place.

Where:

ADB = The net accumulated balance of the residential demand side management costs deferred by the Company, including applicable Carrying Costs ("CC"). Residential demand side management costs that are deferred shall include all DSM program costs incurred for programs contemplated in the Settlement Stipulation approved in PUCO Case Nos. 05-1125-EL-ATA, 05-1126-EL-AAM and 05-1127-EL-UNC, all reasonable administrative costs to conduct such DSM programs and lost distribution revenues until included in the Company's tariffs established in a subsequent rate case.

The initial ADB will be based on the Company's filing in Case No. 07-551-EL-AIR, with all subsequent ADB's being based on the deferred balance at each March 31 and September 30 thereafter.

ADFIT = The accumulated deferred income tax associated with the ADB.

AMORT = The ADB amortized over a three year period. However in no case will the amortization period extend beyond December 31, 2012. Any ADB at April 30, 2012 will be collected over the RHY effective July 1, 2012.

RA = The net over or under collection of the RC during the Recovery Half-Year ("RHY"), plus Carrying Costs. A positive RA reflects an under collection of the RC.

PS = The Company's forecasted kWh retail sales during the RHY for customers taking service under Rate Schedule RS.

CAT = The Commercial Activity Tax rate (expressed in decimal form) as established in Section 5751.02 of the Ohio Revised Code.

CC = The return earned on the RC and RA, which shall be calculated by multiplying the RC and RA by the Company's cost of debt.

RHY = The calendar half-year in which the then current DSM Charge is collected. The RHY commences on January 1 and July 1, immediately following the determination of the ADB as of September 30 or March 31 for such DSM Charge.

RIDER DSM
Demand Side Management Rider

ED = The date on which the DSM Charge becomes effective. The ED for the initial DSM Charge shall be January 1, 2009 with all subsequent DSM Charges becoming effective on each following July 1 and January 1.

OTHER PROVISIONS:

1. No later than December 1 and June 1 of each year, the Company shall file with the Public Utilities Commission of Ohio ("Commission") a request for approval of a DSM Charge which, unless otherwise ordered by the Commission, shall become effective on a service rendered basis on January 1 and July 1 following the determination of the ADB to which the DSM Charge applies.
2. The Company shall submit with its annual filing, documentation sufficient to demonstrate that the DSM Charge that is the subject of the filing is calculated consistent with the DSM Charge formula set forth in this DSM Rider. All such documentation shall be subject to Commission audit and review.
3. If after the Effective Date, but prior to the next semi-annual filing, the Commission determines that the DSM Charge proposed by the Company is unreasonable, any differential in amounts collected under this DSM Rider based on the DSM Charge on the Effective Date, and that authorized in a final order of the Commission for said Recovery Half Year, including any Carrying Costs on said differential, shall be adjusted in the next Reconciling Adjustment.

RIDER DUN
Distribution Uncollectible Rider

APPLICABILITY:

Applicable to any customer who receives electric service under the Company's Rate Schedules. The Distribution Uncollectible Rider (DUN) charge will apply, for all Rate Schedules, effective for service rendered beginning April 1, 2009, for all kWhs per kWh. This Rider is not avoidable for customers who shop with a certified supplier.

RATE:

DUN charge	0.0005¢
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RIDER UPDATES:

The charges contained in this Rider shall be updated and reconciled on a quarterly basis. No later than December 1st, March 1st, June 1st and September 1st of each year, the Company shall file with the PUCO a request for approval of the rider charges which, unless otherwise ordered by the PUCO, shall become effective on a service rendered basis on January 1st, April 1st, July 1st and October 1st of each year.

RIDER DTC
Deferred Transmission Cost Recovery Rider

APPLICABILITY:

Applicable to any customer who receives electric service under the Company's Rate Schedules. The Deferred Transmission Cost Recovery Rider (DTC) charge will apply, by Rate Schedule, effective for service rendered beginning April 1, 2009 and continue until full recovery of the deferred balance related to the 2005 Transmission deferral, including applicable interest, is achieved. This Rider is not avoidable for customers who shop with a certified supplier.

RATE:

RS (per kWh)	0.0628¢
GS* (per kW of Billing Demand)	\$ 0.1520
GP* (per kW of Billing Demand)	\$ 0.2290
GSU (per kVa of Billing Demand)	\$ 0.2010
GT (per kVa of Billing Demand)	\$ 0.1800
STL (all kWhs, per kWh)	0.0227¢
TRF (all kWhs, per kWh)	0.0227¢
POL (all kWhs, per kWh)	0.0227¢

* Separately metered outdoor recreation facilities owned by non-profit governmental and educational institutions, such as athletic fields, served under Rate GS or GP, primarily for lighting purposes, will be charged per the DTC charge applicable to Rate Schedule POL.

RIDER GRN
Green Resource Rider

APPLICABILITY:

Available to customers taking service under the Company's metered rate schedules. This Rider is not available to Percentage of Income Payment Plan customers.

Participation in this program is subject to the Company's ability to procure renewable energy certificates (RECs) from qualifying resources through a competitive bid process. If the total of all kWh under contract under this Rider equals or exceeds the RECs procured by the Company, the Company will endeavor to procure additional RECs consistent with the process described in Case No. 06-1112-EL-UNC.

CONDITIONS OF SERVICE:

The purchase of RECs will support the generation of electricity by qualifying resources. Customers may contract to purchase each month a specific number of fixed REC kWh blocks, where each block equals 100 kWh. Customers may elect to purchase a minimum of two (2) blocks per month and a maximum of fifty (50) blocks per month.

Qualifying resources are resources that meet the definition of REC as set forth in Case No. 06-1112-EL-UNC.

MONTHLY RATE:

In addition to the rates and charges determined according to the Company's rate schedule under which the customer takes service, the customer shall also pay the following rate for each fixed kWh block under contract on a monthly basis regardless of the customer's actual energy consumption.

Charge (\$ per block)	\$0.50
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NET MONTHLY BILL:

Consumers who participate under this Rider will be billed for electric service under all standard applicable tariffs including all applicable riders.

The purchase of RECs, under this rider, will be billed at the applicable rate set forth above multiplied by the number of REC kWh blocks the customer has agreed to purchase per month. The customer's monthly bill will consist of the sum of all kWh billed at the applicable rate tariffs, including all applicable riders and charges, and the agreed to REC kWh blocks billed at the rate set forth above.

TERMS AND CONDITIONS:

1. The customer shall enter into a service agreement with Company that shall specify the amount and tariff price of REC kWh blocks they agree to purchase monthly. Customer shall give Company at least thirty (30) days notice prior to cancellation of participation in this rider. Cancellation will be effective on the customer's meter read date following the notice period.
2. Funds collected under this Green Resource Rider will be used to purchase RECs for the program and administer the program.

RIDER GRN
Green Resource Rider

3. A REC shall mean a tradable unit that represents the commodity formed by unbundling the environmental attributes of a unit of qualifying resource from the underlying electricity. One REC is created and a certificate issued when 1 MWh of energy is created by a qualifying resource. One REC is equivalent to the environmental attributes of one MWh of electricity from a qualifying resource.
4. This Rider shall be in effect through December 31, 2008. Should all REC kWh blocks taken under this Rider exceed the RECs procured by the Company and the Company is unable to procure additional RECs, this Rider will continue until all RECs are utilized at which time this Rider may be withdrawn consistent with the process described in Case No. 06-1112-EL-UNC.

SERVICE REGULATIONS:

This Rider is subject to the Company's Standard Rules and Regulations and all provisions rate schedule under which the customer takes service, including all payment provisions. The Company may deny or terminate service under this Rider to customers who are delinquent in payment to the Company.

ADDITIONAL PROVISION:

Notwithstanding any provisions to the contrary, the terms and conditions of the foregoing tariff shall remain in effect, including the 2008 charges, credits, or pricing calculation, as applicable, until otherwise revised or terminated.

RIDER AMI
Advanced Metering Infrastructure / Modern Grid Rider

APPLICABILITY:

Applicable to any customer who receives electric service under the Company's Rate Schedules. The Advanced Metering Infrastructure / Modern Grid charge ("AMI Charge") will apply for all Rate Schedules, for all kWhs per kWh.

RATE:

AMI Charge

0.0000¢ per kWh

RIDER UPDATES:

The charge contained in this Rider shall be updated and reconciled on an annual basis. No later than November 1 of each year, the Company shall file with the PUCO a request for approval of the rider charges which, unless otherwise ordered by the PUCO, shall become effective on a service rendered basis on January 1st of the following year.

RIDER DSI
Delivery Service Improvement Rider

APPLICABILITY:

Applicable to any customer who receives electric service under the Company's Rate Schedules. The Delivery Service Improvement Rider (DSI) charges will apply, by Rate Schedule, effective for bills rendered beginning April 1, 2009. This Rider is not avoidable for customers who shop with a certified supplier.

RATE:

RS (all kWhs, per kWh)	0.2571¢
GS (per kW of Billing Demand)	\$ 0.8873
GP (per kW of Billing Demand)	\$ 0.6074
GSU (per kVa of Billing Demand)	\$ 0.3175

RIDER PUR
PIPP Uncollectible Rider

APPLICABILITY:

Applicable to any customer who receives electric service under the Company's Rate Schedules. The PIPP Uncollectible Rider (PUR) charge will apply, for all Rate Schedules, effective for service rendered beginning April 1, 2009, for all kWhs per kWh. This Rider is not avoidable for customers who shop with a certified supplier. This Rider recovers uncollectible expense associated with PIPP customers to the extent such expense is incurred by the Company and is not recovered elsewhere.

RATE:

PUR charge	0.0000¢
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RIDER UPDATES:

The charges contained in this Rider shall be updated and reconciled on a quarterly basis. No later than December 1st, March 1st, June 1st and September 1st of each year, the Company shall file with the PUCO a request for approval of the rider charges which, unless otherwise ordered by the PUCO, shall become effective on a service rendered basis on January 1st, April 1st, July 1st and October 1st of each year.

RIDER DSE
Demand Side Management and Energy Efficiency Rider

The Company reserves the right to revise such schedule consistent with the Commission's final rules, which may include modification or deletion of all or portions of this schedule.

APPLICABILITY:

Applicable to any customer that takes electric service under the Company's Rate Schedules. The following charges will apply, by rate schedule, effective for service rendered beginning June 1, 2009, for all kWhs per kWh:

<u>RATE:</u>	<u>DSE1</u>	<u>DSE2</u>
RS	0.0345¢	0.0000¢
GS	0.0345¢	0.0000¢
GP	0.0345¢	0.0000¢
GSU	0.0345¢	0.0000¢
GT	0.0345¢	0.0000¢
STL	0.0345¢	0.0000¢
TRF	0.0345¢	0.0000¢
POL	0.0345¢	0.0000¢

PROVISIONS:

1. The DSE1 charges set forth in this Rider recover costs incurred by the Company associated with customers taking service under the Economic Load Response Rider (ELR) and Optional Load Response Rider (OLR).
2. The DSE2 charges set forth in this Rider recover costs incurred by the Company associated with the programs that may be implemented by the Company to secure compliance with the, energy efficiency and peak demand reduction requirements in Section 4928.66, Revised Code through demand-response programs, energy efficiency programs, peak demand reduction programs, and self-directed demand-response, energy efficiency or other customer-sited programs. The costs initially deferred by the Company and subsequently fully recovered through this Rider will be all program costs, including but not limited to any customer incentives or rebates paid, applicable carrying costs, all reasonable administrative costs to conduct such programs, and lost distribution revenues resulting from the implementation of such programs.

RIDER UPDATES:

1. The DSE1 charges set forth in this Rider shall be updated semi-annually. No later than December 1st and June 1st of each year, the Company shall file with the PUCO a request for approval of the these charges which, unless otherwise ordered by the PUCO, shall become effective on a service rendered basis on January 1st and July 1st of each year, beginning with the January 1, 2010 effective date.

RIDER DSE
Demand Side Management and Energy Efficiency Rider

2. The DSE2 charges set forth in this Rider shall be updated semi-annually. No later than December 1st and June 1st of each year, the Company shall file with the PUCO a request for approval of the these charges which, unless otherwise ordered by the PUCO, shall become effective on a service rendered basis on January 1st and July 1st of each year, beginning with the January 1, 2010 effective date. The deferred balance at April 30th and at October 31st of each year, utilizing a three year amortization schedule, will be used to calculate the semi-annual charges. This rider shall be in effect until all costs are fully recovered.

AVOIDABILITY:

1. The DSE1 charges set forth in this Rider are avoidable only for those customers taking service under Rider ELR and Rider OLR.
2. The DSE2 charges set forth in this Rider are avoidable for Non-Residential customers who (1) are not taking service under either a unique arrangement (special contract) or the Reasonable Arrangements Rider (RAR) and (2) meet the criteria of all of paragraphs a) through e) below.

Each customer applying to the Company to avoid the DSE2 charges must at a minimum meet all of the criteria set forth below and must submit to the Company verifiable information detailing how the criteria are met, and must provide an affidavit from a company official attesting to the accuracy and truthfulness of the information provided. Qualification and verification on an annual basis is required, subject to the Failure to Comply section of this rider.

- a) The customer identifies its capital investments and expenses related to customer-sited advanced energy resource programs, alternative energy programs, demand-response programs, energy efficiency programs or peak demand reduction programs.
- b) For consideration of avoidance of this Rider, the customer shall provide sufficient data to illustrate that it has undertaken or will undertake self-directed energy efficiency and/or demand reduction programs that have produced or will produce energy savings and/or peak demand reductions equal to or greater than the statutory benchmarks to which the Company is subject. The energy savings and demand reductions resulting from the customer's self-directed programs shall be calculated using the same methodology used to calculate the Company's energy savings and demand reductions for purposes of determining compliance with statutory benchmarks, including normalization adjustments to the baseline, where appropriate
- c) The customer commits, in writing, its customer-sited capabilities for integration into the Company's portfolio of programs such that the customer-sited capabilities shall assist the Company in satisfying the requirements in Section 4928.66, Revised Code.
- d) The customer demonstrates to the satisfaction of the Company that the avoidance of the DSE2 charges shall reasonably encourage the customer to commit its customer-sited capabilities for integration into the Company's portfolio of programs described above.
- e) The customer commits to use its best efforts to cooperate with and assist the Company in conjunction with any reviews conducted by a regulatory authority of the Company's efforts to utilize the customer's customer-sited capabilities to satisfy the requirements in Section 4928.66, Revised Code.

The customer must complete a standard application form in order to be considered for qualification to avoid charges under this Rider. The Company shall provide a standard application form upon request by the customer. Customers applying to avoid the DSE2 charges must successfully demonstrate that they have completed an energy efficiency project on or after January 1, 2006 without financial support from the Company. The burden of proof to successfully demonstrate compliance with the standard application form lies with the customer.

RIDER DSE
Demand Side Management and Energy Efficiency Rider

Upon the Commission's approval of the customer's completed standard application form, the DSE2 charges shall be avoidable by the customer as long as, on an annual basis, the customer makes a filing with the Commission demonstrating that it remains eligible for the exemption under the criteria set forth herein.

Customer information provided to demonstrate eligibility under the criteria above shall remain confidential by the Company. Nonetheless, the name and address of customers eligible to avoid the DSE2 charges shall be public information. The Commission Staff shall have access to all customer and electric utility information related to service provided pursuant to the DSE2 charges for periodic and random audits.

REPORTING REQUIREMENTS:

Customers served under this Rider must submit an annual report to the Company (Director, Ohio Rates and Regulatory Affairs), no later than April 30th of each year. The format of that report shall be identical to the Standard Application Form such that a determination of the compliance with the eligibility criteria can be determined.

The burden of proof to demonstrate on-going compliance with this Rider lies with the customer.

CONFIDENTIALITY:

Customer information provided to demonstrate eligibility under this Rider shall remain confidential by the Company. The name and address of customers eligible for the schedules shall be public information. The Public Utilities Commission of Ohio shall have access to all customer and Company information related to service provided pursuant to this Rider for periodic and random audits.

FAILURE TO COMPLY:

If the customer being provided with service pursuant to this Rider fails to comply with any of the criteria for eligibility to avoid charges under this Rider, the Company will provide reasonable notice to the customer that the customer will pay all charges under this Rider. Furthermore, the Company shall charge the customer for the sum of all of the customer's avoided charges realized under this Rider, which the customer shall thus be obligated to pay.