

FILE

BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO

Brian A. and Christy G. Malott,

Complainant,

v.

Ohio Edison Company,

Respondent.

CASE NO. 07-525-EL-CSS

DIRECT TESTIMONY OF ROY E. LEDDEN

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1 **Q. PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS FOR**
2 **THE RECORD.**

3
4 **A. My name is Roy E. Ledden and I am a senior consultant in the FirstEnergy Rate**
5 **Department. My business address is 76 South Main Street, Akron, Ohio.**

6
7 **Q. HOW LONG HAVE YOU WORKED IN THE FIRSTENERGY RATE**
8 **DEPARTMENT?**

9
10 **A. I have worked in either FirstEnergy's or its predecessor, Ohio Edison Company's,**
11 **rate department for 27 years.**

12
13 **Q. PLEASE DESCRIBE YOUR DUTIES AS A SENIOR CONSULTANT.**

14 **A. I design and help interpret rate schedules for Ohio Edison Company**
15 **("Company"), The Cleveland Electric Illuminating Company and The Toledo**
16 **Edison Company and provide associated support in the approval process and**
17 **subsequent administration, when necessary. I also coordinate energy delivery**
18 **compliance issues between FirstEnergy's Ohio operating companies and the**
19 **Public Utilities Commission of Ohio.**

20
21 **Q. ARE YOU FAMILIAR WITH OHIO EDISON'S INTERCONNECTION**
22 **RATE SCHEDULE?**

23
24 **A. Yes, I am. Interconnection Service is addressed in Ohio Edison Rate**
25 **Schedule 82. I have attached to my testimony as Exhibit REL-1 a copy of**
26 **Rate 82 in effect at the time the Malott's filed their complaint.**

27

1 **Q. PLEASE GENERALLY DESCRIBE RATE 82 INCLUDED AS**
2 **EXHIBIT REL-1.**

3
4 **A.** This rate schedule applies to customers such as the Malott's who own on-site
5 generation and want to interconnect with the Company's distribution system. The
6 rate schedule sets forth, among other things, the procedures to be followed in
7 order to interconnect with the system and the technical requirements that the
8 generating unit must meet.

9
10 **Q. WHAT PROCEDURES MUST BE FOLLOWED BEFORE A CUSTOMER**
11 **CAN INTERCONNECT WITH THE COMPANY'S DISTRIBUTION**
12 **SYSTEM?**

13
14 **A.** As indicated on page 1 of Rate 82, a customer must first submit an
15 Interconnection Application. A copy of the Interconnection Application is
16 included on pages 5 and 6 of Rate 82.

17
18 **Q. PLEASE DESCRIBE THE INTERCONNECTION AGREEMENT.**

19 **A.** There are two types of agreements, the first of which is referred to as a
20 "Simplified Interconnection Agreement." That agreement is used for customers
21 whose on-site generation is single phase and is rated at no more than 25 kW. A
22 copy of a Simplified Interconnection Agreement is included on pages 7 through
23 14 of Rate 82.

24

1 Q. DID THE MALOTT'S UNIT MEET THE PARAMETERS FOR
2 QUALIFICATION UNDER THE SIMPLIFIED INTERCONNECTION
3 AGREEMENT?
4

5 A. According to Company Witness Remmel's description of the unit, which he
6 discusses in his testimony, yes, it did.
7

8 Q. PARAGRAPH 2 OF THE SIMPLIFIED INTERCONNECTION
9 AGREEMENT INDICATES THAT THE CUSTOMER MUST
10 INTERCONNECT THE GENERATING UNIT IN ACCORDANCE WITH,
11 AMONG OTHER THINGS, "THE COMPANY'S DISTRIBUTION
12 INTERCONNECTION TARIFF." WHICH TARIFF WOULD THAT BE?
13

14 A. Rate Schedule 82.
15

16 Q. THIS SAME PARAGRAPH ALSO REFERS TO "THE COMPANY'S
17 TECHNICAL SPECIFICATION DOCUMENT." WHAT IS THAT?
18

19 A. The Company's Technical Specification Document is discussed in the "Technical
20 Requirements for Interconnection" section of Rate 82. In essence, the Technical
21 Specifications Document mirrors the requirements of the IEEE Standards. As
22 indicated in Rate 82, IEEE Standards supersede any other technical standards the
23 Company may have and Rate 82 automatically updates these standards each time
24 IEEE Standards change.
25

26 Q. DOES THAT MEAN THAT CUSTOMERS MUST COMPLY WITH IEEE
27 STANDARDS EACH TIME THEY ARE MODIFIED?
28

29 A. No. Rate 82 only requires the customer to meet the standards in effect at the time
30 the application is submitted. According to Rate 82, the customer is grandfathered
31 from future changes.

1 Q. WHY AREN'T THE COMPANY'S TECHNICAL SPECIFICATIONS
2 ATTACHED AS PART OF RATE 82?
3

4 A. As I indicated before, Rate 82 automatically updates the Company's technical
5 requirements each time IEEE Standards change. If the technical requirements
6 were attached as part of Rate 82, the tariff would have to be amended each and
7 every time IEEE amended its standards. That is why Rate 82 informs customers
8 that the Company maintains a copy of its technical requirements and makes them
9 available to the public.
10

11 Q. WHAT WOULD HAPPEN IF THE COMPANY ALLOWED A
12 CUSTOMER TO TAKE SERVICE UNDER RATE 82 KNOWING THAT
13 THE CUSTOMER'S GENERATING UNIT DID NOT COMPLY WITH
14 THE TECHNICAL REQUIREMENTS?
15

16 A. The Company's tariffs are approved by Order of the Commission. As a result, the
17 Company must comply with all provisions included in its tariffs. The Company
18 would be in violation of its tariff if it knowingly allowed a customer to ignore the
19 technical requirements provisions set forth in Rate 82. Further, because the
20 Company must treat all similarly situated customers the same, if it ignored this
21 provision for one customer, it would probably have to ignore it for all others
22 under similar circumstances. Therefore, the Company would need to obtain from
23 the Commission a waiver of the technical requirements as approved in Rate 82
24 before it could legally deviate from such requirements.
25

1 Q. IS RATE 82 THAT YOU INCLUDED AS EXHIBIT REL-1 IN EFFECT
2 TODAY?
3

4 A. No. A new Rate 82 was approved by the Commission and became effective on
5 January 1, 2009. I have attached a copy of new Rate 82 as Exhibit REL-2.
6

7 Q. ARE THE TECHNICAL REQUIREMENTS UNDER THE NEW RATE 82
8 SIMILAR TO THOSE INCLUDED IN THE PRE-2009 RATE 82?
9

10 A. Yes. As indicated on page 1 of the new Rate 82, the last paragraph under the
11 "Technical Requirements for Interconnection and Parallel Operation of facilities
12 owned or operated by an Interconnection Service Customer" section includes an
13 identical paragraph as found in the pre-2009 Rate 82, which in essence establishes
14 the IEEE Standards as the Company's technical standards.
15

16 Q. ARE YOU FAMILIAR WITH OHIO EDISON'S NET ENERGY
17 METERING RIDER ("NEMR")?
18

19 A. Yes, I am. The Company's net energy metering service is addressed in the
20 Company's Net Energy Metering Rider sheet number 94. I have attached to my
21 testimony as Exhibit REL-3 a copy of the NEMR in effect at the time the Malotts
22 filed their complaint.
23

24 Q. WOULD YOU PLEASE GENERALLY DESCRIBE NEMR 94 THAT IS
25 ATTACHED TO YOUR TESTIMONY AS REL-5?
26

27 A. This rider is available to customers who own generation that is powered either by
28 solar, wind, biomass, landfill gas, or hydropower, or uses a microturbine with a
29 peak capacity of no more than 100 kW. NEMR 94 is available to customers who

1 request the service on a first-come, first-served basis and requires special
2 metering.

3

4 **Q. DID THE MALOTTS REQUEST TO BE PLACED ON NEMR 94?**

5 A. The Company has no record of any such request being made by the Malotts.

6

7 **Q. BUT DIDN'T THE COMPANY INSTALL AT THE MALOTT'S**
8 **RESIDENCE THE METERING REQUIRED FOR NET ENERGY**
9 **METERING SERVICE?**

10

11 A. Yes, it did. But that was done so that the Company could properly bill the
12 Malotts. The Malotts installed their wind generator and powered it up before they
13 submitted an application for interconnection service or a request for net energy
14 metering service. In doing so, the meter that was originally installed ran
15 backwards, which prevented the Company from determining the total amount of
16 electricity consumed by the Malotts.

17

18 **Q. UNDER WHICH RATE ARE THE MALOTTS BEING SERVED?**

19 A. Throughout the period in question through January 22, 2009, the Malotts have
20 been served under Rate 10A. I have attached a copy of this rate schedule to my
21 testimony as Exhibit REL-4.

22

23 **Q. WHAT HAPPENED ON JANUARY 22, 2009?**

24 A. The Company's new rate schedules recently approved by the Commission in the
25 Company's distribution rate case (Case No. 07-551-EL-AIR) went into effect on

1 January 23, 2009. As of that date, the Malotts began being served under both
2 Rate RS and new Rate 10A.

3
4 **Q. HAVE YOU REVIEWED THE MALOTT'S ELECTRIC BILLS?**

5 A. Yes, I have looked at several different bills, one in April, 2007; one in April,
6 2008; and the most recent three bills.

7
8 **Q. WERE THESE BILLS CALCULATED CORRECTLY?**

9 A. Yes, each of these bills was calculated consistent with the rates under which the
10 Malotts were receiving service – the applicable Rate 10A and, when applicable,
11 Rate RS.

12
13 **Q. IS NEMR 94 ATTACHED TO YOUR TESTIMONY AS EXHIBIT REL-3**
14 **CURRENTLY IN EFFECT?**

15
16 A. Yes, it is. This Rider has been in effect since April, 2003.

17
18 **Q. AT ANY TIME SINCE THE FILING OF THEIR COMPLAINT, DID THE**
19 **MALOTTS QUALIFY FOR NEMR 94?**

20
21 A. No, they do not. According to the last section of NEMR 94, the customer must
22 comply with the Company's Interconnection Tariff. Until the Malotts have a
23 properly approved interconnection agreement in place, the Malotts do not qualify
24 for NEMR 94.

25

1 Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

2 A. Yes, it does.

Interconnection Tariff

Exhibit REL-1

Applicability

Applicable in the entire territory where tariff P.U.C.O. No. 11 applies, this tariff applies to those situations where an Interconnection Service Customer seeks to physically connect such customer's electric generation facility to, and may operate it in parallel with, the Company's Distribution system. An Interconnection Service Customer who has a facility that does not qualify for Simplified Interconnection pursuant to the Technical Requirements incorporated herein by reference may negotiate a separate Interconnection Agreement with the Company and the terms and conditions of this tariff apply to such Interconnection Service Customers to the extent that the negotiated Interconnection Agreement does not conflict with this tariff.

Purpose

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

Procedures

Any Interconnection Service Customer seeking to physically connect facilities to the Company's Distribution System, which facilities may be used in Parallel Operation with the Company's Distribution System, shall file an Interconnection Application (Exhibit A) and sign an Interconnection Agreement with the Company for Interconnection. For facilities for which the referenced Technical Requirements for Interconnection and Parallel Operation of Distributed Generation are applicable, the Interconnection Service Customer and Company shall execute a Simplified Interconnection Agreement (Exhibit B). For all other facilities, the Customer and the Company shall execute an Interconnection Agreement which may be different from Exhibit B but which shall conform with the provisions of this tariff, to the extent applicable.

To the extent possible, Interconnection to the Company's Distribution System shall take place within the following time frames:

1. Where no construction is required by the Company and the facility qualifies for Simplified Interconnection pursuant to the Screening process contained in the Technical Requirements, Interconnection shall be permitted within four weeks of the Company's receipt of a completed Interconnection Application (Exhibit A) in compliance with the terms and conditions of this tariff. Prior to actual Interconnection the Interconnection Service Customer must execute the Interconnection Agreement.
2. Where construction or system upgrades of the Company's Distribution System are required, the Company shall provide the Interconnection Service Customer in a timely fashion an estimate of the schedule and the Interconnection Service Customer's cost for the construction or upgrades. If the Interconnection Service Customer desires to proceed with the construction or upgrades, the Interconnection Service Customer and the Company shall enter into a contract. The contract shall contain a construction schedule listing target commencement and completion dates, and an estimate of the Interconnection Service Customer's costs for construction or upgrades. Assuming the Interconnection Service Customer is ready, the Interconnection Service shall take place no later than two weeks following the completion of such construction or upgrades. The Company shall employ best reasonable efforts to complete such system construction or upgrades in the shortest time reasonably practical.

Interconnection Tariff

3. All Interconnection Applications shall be processed by the Company in a non-discriminatory manner. The Company shall promptly provide each Interconnection Service Customer a written Notice of the company's receipt of the Application. The Company will endeavor to place such notice in the U.S. Mail within 3 business days after the Application has been received by the Company's personnel designated on the application form. The Company shall provide each Interconnection Service Customer with a copy of the screening process and a target date for processing the Application. If the Application is viewed as incomplete, the Company must provide a written Notice within 10 days of receipt of the Application by the Company's personnel designated on the application form that the Application is not complete together with a description of the information needed to complete the Application and a statement that processing of the Application cannot begin until the information is received. The Company's target date shall permit Interconnection in a timely manner pursuant to the requirements of O.A.C. 4901:1-22-04(C). Interconnection Applications will be processed in the order that they are received. It is recognized that certain Interconnection Applications may require minor modifications while they are being reviewed by the Company. Such minor modifications to a pending application shall not require that it be considered incomplete and treated as a new or separate application. Minor modifications would not include at least the following: changes in facility size or location; any change requiring a new impact study; any other substantive change.
4. If the Company determines that it cannot connect the Interconnection Service Customer's facility within the time frames required by O.A.C. § 4901:1-22-04(C), the Company will notify the Interconnection Service Customer in writing of that fact as soon as possible. The notification will identify the reason or reasons Interconnection Service could not be performed within the time frames stated in O.A.C. § 4901:1-22-04(C), and provide an estimated date for interconnection service. This section shall not limit the rights of an Interconnection Service Customer for relief under Ohio Revised Code Chapter 4905.

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

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

Metering

Any metering installation, testing, or recalibration required by the installation of the Interconnection Service Customer's distributed generation equipment shall be provided consistent with the Electric Service and Safety Standards pursuant to Ohio Revised Code Chapter 4928, and specifically O.A.C. § 4901:1-10-05 (Metering) and, as applicable, § 4901:1-10-28 (C) (Net Metering).

Interconnection Tariff

Liability Insurance

Prior to any Interconnection with the Company, the Interconnection Service Customer must provide the Company with proof of insurance or other suitable financial instrument sufficient to meet its construction, operating and liability responsibilities pursuant to this tariff. At no time shall the Company require that the Applicant negotiate any policy or renewal of any policy covering any liability through a particular insurance company, agent, solicitor, or broker.

System Impact and Facilities Studies

For those Applications that do not qualify for the Simplified Interconnection Agreement pursuant to the Screening Process included in the Technical Requirements, the Company may require supplemental review, a service study, coordination study, facilities study or Company system impact study prior to Interconnection. In instances where such studies are required, the scope of such studies shall be based on the characteristics of the particular generation facility to be interconnected and the Company's system at the specific proposed location. By agreement between the Company and the Interconnection Service Customer, studies related to Interconnection of the generation facility may be conducted by a qualified third party. The cost of an impact facilities study performed by the Company shall be included in the costs set forth in the Interconnection Fees section of this tariff, set forth below. The Company shall provide the Applicant for Interconnection service with a target date for completion of any required system impact or facilities study. Any such study conducted by the Company shall be shared with the Interconnection Service Customer.

Interconnection Fees

The Company shall not charge any fees for Interconnection other than those authorized by this tariff.

The Company shall charge each Interconnection Service Customer that applies for Interconnection service a nonrefundable Interconnection Application fee of \$250, payable at the time the Interconnection Application is submitted.

Each Interconnection Service Customer shall deposit with the Company an amount equal to \$5 per kW of generation referenced in the Application for all generation units greater than 50kW. All units 50kW or less shall be assessed the nonrefundable Application Fee only as its deposit. The Company shall apply the deposit to the Company's actual costs associated with the Interconnection. If such costs are greater than the amount of the deposit, the customer shall pay such additional costs to the Company. If such costs are less than the amount of the deposit the Company shall refund the balance of the deposit to the customer.

Additional Fees

Construction or Upgrade Fees

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

Interconnection Tariff

Resolution of Disputes

The Company or the Interconnection Service Customer who is a non-mercantile, non-residential customer may seek resolution of any disputes which may arise out of this tariff, including the Interconnection and the referenced Technical Requirements in accordance with the Commission's Rules for Alternative Dispute Resolution.

Definitions

For the purpose of this Interconnection tariff, the following words shall have the meanings set forth:

- (1) **CERTIFIED TERRITORY** — This term shall have the same meaning as found in R.C. 4928.01(A)(3)
- (2) **COMPANY** — Ohio Edison Company
- (3) **FACILITY** — An electrical generating installation consisting of one or more generation units as defined in the Interconnection Application for Service.
- (4) **INTERCONNECTION** — The physical connection of the Interconnection Service Customer's Facilities to the Company's Distribution System for the purpose of electrical power service.
- (5) **INTERCONNECTION AGREEMENT** — The standard form of agreement between the Interconnection Service Customer and the Company (Exhibit B attached) or the negotiated agreement between the Interconnection Service Customer and the Company as referenced in the Procedures section above.
- (6) **INTERCONNECTION APPLICATION** — The standard form of application approved by the Commission (See Exhibit A).
- (7) **INTERCONNECTION SERVICE CUSTOMER** — This term shall have the same meaning as found in OAC §4901:1-22-02 (J).
- (8) **PARALLEL OPERATION** — This term shall have the same meaning as found in OAC §4901:1-22-02 (L).
- (9) **TECHNICAL REQUIREMENTS** — The Technical Requirements consist of the following: Part A contains the standardized Technical Requirements common to all Ohio Electric Distribution Utilities. Part A shall be amended as necessary to conform to adopted IEEE Standards. Part B contains the Screening Process applicable to all Interconnection Service Customer facilities. The Company shall provide upon request specific Technical Requirements necessary to fill in any gaps in Part A or for facilities that do not conform with the Part A Technical Requirements.

EXHIBIT A

**APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION WITH THE
COMPANY'S DISTRIBUTION SYSTEM**

Return Completed Application to:

FirstEnergy Corporation
Attention: Planning and Protection Engineering
Floor 11
76 South Main Street
Akron, Ohio 44308

Customer's Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Service Point Address: _____

Information Prepared and Submitted By: _____

(Name and Address) _____

The following information shall be supplied by the Customer or Customer's designated representative. All applicable items must be accurately completed in order that the Customer's generating facilities may be effectively evaluated for interconnection with the Company's Distribution System.

GENERATOR

Number of Units: _____

Manufacturer: _____

Type (Synchronous, Induction, or Inverter): _____

Fuel Source Type (Solar, Natural Gas, Wind, etc.): _____

Kilowatt Rating (95 F at location) _____

Kilovolt-Ampere Rating (95 F at location): _____

Power Factor: _____

Voltage Rating: _____

Ampere Rating: _____

Number of Phases: _____

Frequency: _____

Do you plan to export power: ☐ Yes ☐ No

If Yes, maximum amount expected: _____

EXHIBIT A (Cont.)

Normal Operation of Interconnection: (examples: provide power to meet base load, demand management, standby, back-up, other) (please describe) _____

Application Fee \$ _____. Checks may be made payable to The Ohio Edison Company.

One-line diagram attached: _____ Yes

Have testing results been supplied to the Company documenting conformance with the Company's technical requirements: _____ Yes [Note: Requires a Yes for complete Application.]

Have all necessary government permits and approvals been obtained for the project prior to this application? _____ Yes/[Note: Requires a Yes for an Application to be considered complete.]

Have the generator Manufacturer machine characteristics been supplied to the Company? _____ Yes [Note: Requires a Yes for complete Application.]

Layout sketch showing lockable, "visible" disconnect device: _____ Yes

Application fee: _____ Yes \$ _____ Checks are payable to _____ at _____

DATE: _____

[CUSTOMER NAME]

(Signature)

By: _____

Title: _____

EXHIBIT B

**SIMPLIFIED INTERCONNECTION AGREEMENT FOR INTERCONNECTION AND PARALLEL
OPERATION WITH THE COMPANY'S DISTRIBUTION SYSTEM**

INTERCONNECTION AGREEMENT

This Interconnection Agreement ("Agreement") is made and entered into this ____ day of _____, 200__, by Ohio Edison Company, ("Company"), and _____ ("Customer"), a _____ [specify whether corporation, and if so name state, municipal corporation, cooperative corporation, or other], each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Scope of Agreement** -- This Agreement is applicable to conditions under which the Company and the Customer agree that one or more generating facility or facilities of ____ kW to be interconnected at 35 kV or less ("Facility or Facilities") may be interconnected to the Company's utility system, as described in the Company's Distribution Interconnection Tariff. The facility shall be 300kW or less and may be used for exporting retail electricity only to the Company's distribution system. This Agreement is not applicable to Wholesale transactions as defined by the Federal Energy Regulatory Commission (FERC).
2. **Establishment of Point(s) of Interconnection** -- Company and Customer agree to interconnect their Facility or Facilities at the locations specified in this Agreement, in accordance with Revised Code §4928.67, and the Uniform Electric Interconnection Standards (§4901:1-22-01, et seq.) of the Ohio Administrative Code (Rules) or any successor rule addressing interconnection standards, the Company's Distribution Interconnection Tariff and as described in Attachment A (the "Point(s) of Interconnection"). The Company and the Customer agree to follow those technical specifications included in the Company's Technical Specification Document, attached and referred to herein as Attachment B.
3. **Responsibilities of Company and Customer** -- Each Party will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, Facility or Facilities which it now or hereafter may own unless otherwise specified on Attachment A. Customer shall conduct operations of its facility(s) in compliance with all aspects of the Interconnection Tariff and Rules, and Company shall conduct operations on its utility system in compliance with all aspects of the Interconnection Tariff and Rules, or as further described and mutually agreed to in the applicable Facility Schedule. The Customer shall, at its own expense, acquire and utilize the type of meter required by the Company for Interconnection. The Company shall install, operate and maintain such meter. Maintenance of Facilities or interconnection facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. The Parties agree to cause their Facilities or systems to be constructed in accordance with safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and Underwriters Laboratories, in effect at the time of construction. The Company and the Customer shall maintain their facilities in compliance with the U.S. Environmental Protection Agency (EPA) and the Ohio EPA standards.

Each Party covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, its distribution system and related Facilities and Units so as to reasonably minimize the likelihood of a disturbance, originating in the system of one Party, affecting or impairing the system of the other Party, or other systems with which a Party is interconnected. This Agreement does not constitute the availability of Transmission service for the Customer. Such Customer has the sole responsibility to apply and arrange for the availability of Transmission service.

This Agreement shall not alter the tariff under which the Customer is or shall be taking service unless otherwise agreed to by both Parties in writing as part of this Agreement.

EXHIBIT B (Cont'd)

The Customer shall provide the Company with proof of Insurance or other suitable financial instrument sufficient to meet its construction, operating and liability responsibilities pursuant to this Agreement.

Company will notify Customer if there is evidence that the Facility operation causes disruption or deterioration of service to other customers served from the same grid or if the Facility operation causes damage to Company's system. Notwithstanding Paragraph four (4) of this Agreement, the Customer shall reimburse the Company for any regulatory penalties assessed against the Company due to the negligence of the Customer or the failure of facilities for which the Customer has control and responsibility.

Customer will notify Company of any emergency or hazardous condition or occurrence with the Customer's Unit(s) which could affect safe operation of the system.

4. Limitation of Liability and Indemnification

- a. Neither Company nor Customer shall be liable to the other for damages for any act that is beyond such party's control, including any event that is a result of an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party.
- b. Notwithstanding Paragraph 4.a of this Agreement, Company shall assume all liability for and shall indemnify Customer for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Company's negligence in connection with the design, construction, or operation of its facilities as described on Attachment A; provided, however, that Company shall have no obligation to indemnify Customer for claims brought by claimants who cannot recover directly from Company. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Customer's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Customer; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Company be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Company does not assume liability for any costs for damages arising from the disruption of the business of the Customer or for the Customer's costs and expenses of prosecuting or defending an action or claim against the Company. This paragraph does not create a liability on the part of the Company to the Customer or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.
- c. Notwithstanding Paragraph 4.a of this Agreement, Customer shall assume all liability for and shall indemnify Company for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Customer's negligence in connection with the design, construction or operation of its facilities as described on Attachment A; provided, however, that Customer shall have no obligation to indemnify Company for claims brought by claimants who cannot recover directly from Customer. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Company's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Company; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Customer be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Customer does not assume liability for any costs for damages arising from the disruption of the business of the Company or for the Company's costs and expenses of prosecuting or defending an action or claim against the Customer.

EXHIBIT B (Cont'd)

This paragraph does not create a liability on the part of the Customer to the Company or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

- d. Company and Customer shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of delivery. The Company does not assume any duty of inspecting the Customer's lines, wires, switches, or other equipment and will not be responsible therefor. Customer assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the point of delivery, the point of delivery being the point where the electric energy first leaves the wire or facilities provided and owned by Company and enters the wire or facilities provided by Customer.
- e. For the mutual protection of the Customer and the Company, only with Company prior authorization are the connections between the Company's service wires and the Customer's service entrance conductors to be energized.
5. **Right of Access, Equipment Installation, Removal & Inspection** - The Parties shall provide each other such easements and/or access rights as may be necessary for either Party's performance of their respective operational obligations under this Agreement; provided that, notwithstanding anything stated herein, a Party performing operational work within the boundaries of the other Party's facilities must abide by the rules applicable to that site.
6. **Disconnection of Unit** - Customer retains the option to disconnect from Company's utility system. Customer will notify the Company of its intent to disconnect by giving the Company at least thirty days' prior written notice. Such disconnection shall not be a termination of the agreement unless Customer exercises rights under Section 7.

Customer shall disconnect Facility from Company's system upon the effective date of any termination under Section 7.

Subject to Commission Rule, for routine maintenance and repairs on Company's utility system, Company shall provide Customer with seven business days' notice of service interruption.

Company shall have the right to suspend service in cases where continuance of service to Customer will endanger persons or property. During the forced outage of the Company's utility system serving customer, Company shall have the right to suspend service to effect immediate repairs on Company's utility system, but the Company shall use its best efforts to provide the Customer with reasonable prior notice.

7. **Effective Term and Termination Rights** -- This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. The agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time, by giving the Company sixty days' written notice; (b) Company may terminate upon failure by the Customer to generate energy from the Facility in parallel with the Company's system within twelve months after completion of the interconnection; (c) either party may terminate by giving the other party at least sixty days prior written notice that the other Party is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default; or (d) Company may terminate by giving Customer at least sixty days notice in the event that there is a material change in an applicable rule or statute

EXHIBIT B (Cont'd)

8. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Ohio and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.
9. **Amendment** -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.
10. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including Attachment A, which is expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation _____ [specify any prior agreements being superseded], and all such agreement and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.
11. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:
 - (a) If to Company:
 - (b) If to Customer:

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other, notwithstanding Section 10.

12. Invoicing and Payment --

- i) **General.** Within a reasonable time after the first day of each month, each Party shall prepare and deliver to the other Party an invoice for those reimbursable services provided to the other Party under this Agreement during the preceding month.
- ii) **Invoice.** Each invoice shall delineate the month in which the services were provided, shall fully describe the services rendered, and shall be itemized to reflect the services performed or provided.
- iii) **Payment.** The invoice shall be paid within twenty (20) calendar days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party.

EXHIBIT B (Cont'd)

- iv) Disputes. Disputed amounts shall be paid on or before the invoice payment due date. In the event the dispute is resolved in favor of the Party disputing payment, the Party required to pay back disputed amounts shall, within thirty (30) days of resolution of the dispute, make payment with interest as calculated in accordance with Section 12.6.
 - v) Waiver. Payment of an invoice shall not relieve the paying Party from any other responsibilities or obligations it has under this Agreement, nor shall such payment constitute a waiver of any claims arising hereunder.
 - vi) Interest. Interest on any unpaid amounts shall be calculated in accordance with the methodology specified for interest on refunds by the Company's Rules and Regulations, filed and approved by the Public Utilities Commission of Ohio (PUCO). Interest on delinquent amounts shall be calculated from the due date of the bill to the date of payment.
 - vii) Payment During Dispute. In the event of a billing dispute between the Company and the Customer, each Party shall continue to provide services and pay all invoices.
 - viii) Collection Expenses. Neither Party shall be responsible for the other Party's costs of collecting amounts due under this Agreement, including attorney fees and expenses and the expenses of arbitration.
13. Assignment Each Party may assign this Agreement to any affiliated corporation, person, partnership, or other entity under the control of or having controlling interest in the assigning Party with the written consent of the other Party. Such consent shall not be withheld without good cause shown and noticed to the assigning party in writing within thirty (30) days after the request for assignment.
14. Confidentiality Each Party recognizes and agrees that this Agreement, all attachments thereto, and all information relating to this Agreement marked by the other Party as confidential, constitutes proprietary confidential information. Each Party shall distribute such information only to those employees, or other persons under the control of the Party, on a need to know basis. Release of any confidential information shall constitute a material breach of this Agreement and the offended party may immediately terminate this Agreement. If a Court or Regulatory Agency of competent jurisdiction requires the release of any confidential information by either Party then such Party shall provide three (3) days written notice to the other party before making such release to allow the offended party to appear and challenge the release. If such release is required by a Court or Regulatory Agency within a period which does not permit three (3) days notice, the Party will provide such notice as is reasonable in the circumstances. A release pursuant to Court or Regulatory Agency order shall not constitute material breach except in the absence of the required notice.
15. No Third-Party Beneficiaries -- This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
16. No Waiver -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.
17. Headings -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

18. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

OHIO EDISON COMPANY

[CUSTOMER NAME]

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ATTACHMENT A

Page 1 of 2

LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION

Facility Schedule No.

Name of Point of Interconnection

(Insert Facility Schedule number and name for each Point of Interconnection)

ATTACHMENT A

Page 2 of 2

FACILITY SCHEDULE NO.

[The following information is to be specified for each Point of Interconnection, if applicable.]

1. Name:
2. Facility location:
3. Delivery voltage:
4. Metering (voltage, location, losses adjustment due to metering location, and other:
5. Normal Operation of Interconnection:
6. One line diagram attached (check one): ___ Yes/ ___ No
7. Facilities to be furnished by Company:
8. Facilities to be furnished by Customer:
9. Cost Responsibility:
10. Control area interchange point (check one): ___ Yes/ ___ No
11. Supplemental terms and conditions attached (check one): ___ Yes/ ___ No

OHIO EDISON COMPANY

[CUSTOMER NAME]

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Interconnection Tariff

Exhibit REL-2

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.

Net Energy Metering Rider

Exhibit REL-3

Availability

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

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

Metering

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

Billing

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

Rider No. 17 Net Energy Metering Rider

Application

Customer-generators seeking to receive service under the provisions of this rider must submit a written application to the Company demonstrating compliance with the Net Energy Metering Rider provisions and quantifying the total rated generating capacity of the customer-generator facility.

Interconnection

The Company's Distribution Interconnection Tariff shall apply to service under this rider.

RESIDENTIAL SERVICE

Exhibit REL-4

Standard Rate

Availability:

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

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

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

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

Service:

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

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

Rate:

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

Distribution Charges:

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

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

Transmission and Ancillary Services Charges:

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

Rate Stabilization Charges:

Energy Charge:

For Customers without Water Heating *:

First 500 kWh, per kWh	2.106¢	2.132¢
Over 500 kWh, per kWh	2.106¢	2.328¢

For Customers with Water Heating *:

First 350 kWh, per kWh	2.106¢	2.132¢
Next 350 kWh, per kWh	0.539¢	0.539¢
Over 700 kWh, per kWh	2.106¢	2.328¢

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

Regulatory Transition Charges:

Energy Charge:

For Customers without Water Heating *:

First 500 kWh, per kWh	1.542¢	1.562¢
Over 500 kWh, per kWh	1.542¢	1.705¢

For Customers with Water Heating *:

First 350 kWh, per kWh	1.542¢	1.562¢
Next 350 kWh, per kWh	0.394¢	0.394¢
Over 700 kWh, per kWh	1.542¢	1.705¢

Generation Charges:

Energy Charge:

For Customers without Water Heating *:

First 500 kWh, per kWh	4.027¢	4.061¢
Over 500 kWh, per kWh	4.027¢	4.320¢

For Customers with Water Heating *:

First 350 kWh, per kWh	4.027¢	4.061¢
Next 350 kWh, per kWh	1.947¢	1.947¢
Over 700 kWh, per kWh	4.027¢	4.320¢

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

Shopping Credits:

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

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

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

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

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

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

Minimum Charge:

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

Applicable Riders:

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

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

Terms of Payment:

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

Multi-Family Dwellings:

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

Apartment and Multi-Family Building:

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

Seasonal or Temporary Discontinuance of Service:

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

Rules and Regulations:

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

Contract:

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

CERTIFICATE OF SERVICE

THIS IS TO CERTIFY that a copy of the testimony of Roy E. Ledden was served upon the following individuals by regular U.S. Mail, postage prepaid, on this 23rd day of February, 2009.

Brian A. and Christy G. Malott
1010 Sandusky County Road 308
Bellevue, OH 44811

Richard C. Reese, Esquire
Office of The Ohio Consumer's Counsel
Suite 1800
10 West Broad Street
Columbus, OH 43215-3485

Kathy J. Kolich/jts
Kathy J. Kolich