

March 5, 2009

Betty McCauley  
Chief of Docketing  
The Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215

SUBJECT: Case No. 08-0935-EL-SSO  
09-0021-EL-ATA  
09-0022-EL-AEM  
09-0023-EL-AAM  
89-6008-EL-TRF

Dear Ms. McCauley:

In response to the Finding and Order of March 4, 2009, in the above mentioned cases, please file the attached tariffs on behalf of The Toledo Edison Company.

These tariffs are filed pursuant to Sections A.1 & I of the stipulation dated February 19, 2009, in the above mentioned cases.

Tariffs will be filed March 6, 2009 pursuant to Section I.vi.1 specifically of the stipulation dated February 19, 2009, in the above mentioned cases.

Please file one copy of the tariffs in each of the above mentioned Case Nos. 08-0935-EL-SSO, 09-0021-EL-ATA, 09-0022-EL-AEM, 09-0023-EL-AAM and 89-6008-EL-TRF, also distribute two copies to the Rates and Tariffs, Energy and Water Division of the Utilities Department and return two time stamped copies. Thank you.

Sincerely,



William R. Ridmann  
Director, State Regulatory Affairs

Enclosures

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

	<u>Sheet Numbers</u>	<u>Revision</u>
<b>TABLE OF CONTENTS</b>	1	1 <sup>st</sup> Revised
<b>RATE DESIGNATIONS</b>	2	Original
<b>ELECTRIC SERVICE REGULATIONS</b> (Appears in Delivery Service only)	4	Original
<b>RESIDENTIAL SERVICE</b>		
Residential Rate "R-01"	10	Original
Residential Rate "R-01a"	12	Original
Residential Rate "R-09" (Apartment Rate)	19	Original
Residential Rate "R-09a" (Apartment Rate)	20	Original
<b>GENERAL SERVICE</b>		
Small School Rate "SR-1a"	41	Original
Large School Rate "SR-2a"	42	Original
General Service Rate "GS-14"	44	Original
Small General Service Schedule	45	Original
Medium General Service Schedule	46	1 <sup>st</sup> Revised
Partial Service Rate "GS-15"		
(Tariff appears in Delivery Service and Electricity Supply)	52	3 <sup>rd</sup> Revised
Outdoor Night Lighting Rate "GS-13"	53	Original
Outdoor Security Lighting Rate "GS-18"	54	Original
Small Water and Waste Water Rate "WR-1"	65	Original
Medium Water and Waste Water Rate "WR-2"	66	Original
<b>PRIMARY POWER SERVICE</b>		
Large General Service Rate "PV-45"	61	1 <sup>st</sup> Revised
Interruptible Power Rate "PV-46"	63	1 <sup>st</sup> Revised
<b>OTHER SERVICE</b>		
Co-generation and Small Power Producer Rate "CO-1"		
(Tariff appears in Delivery Service and Electricity Supply)	70	Original
Street Lighting Rate "SL-1"	71	Original
Experimental Market Based Tariff	74	Original
Retail Transition Cost Recovery of Non-bypassable Regulatory Transition Charges	77	Original

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<b>GRANDFATHERED SERVICE</b>		
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Residential Rate "R-06" (Space Heating and Water Heating)	13	Original
Residential Rate "R-06a" (Space Heating and Water Heating)	14	Original
Residential Rate "R-04" (Water Heating)	15	Original
Residential Rate "R-04a" (Water Heating)	16	Original
Residential Rate "R-07" (Space Heating)	17	Original
Residential Rate "R-07a" (Space Heating)	18	Original
Small General Service Rate "GS-16"	40	Original
Large General Service Rate "GS-12"	43	1 <sup>st</sup> Revised
General Service Electric Space Conditioning Rate "GS-1"	47	Original
Optional Electric Process Heating and Electric Boiler Load Management Rate "GS-3"	48	Original
General Service Heating Rate "GS-17"	49	Original
Controlled Water Heating Rate "GS-19"	50	Original
Controlled Water Heating Rate "GS-19a"	51	Original
Large Power Rate "PV-44"	60	1 <sup>st</sup> Revised
<b>RIDERS</b>		
Rider No. 1 Electric Fuel Component Rate	79	Original
Rider No. 7 Prepaid Demand Option	84	Original
Rider No. 8 Replacement Electricity	85	Original
Rider No. 9 Transition Rate Credit Program / Residential	86	Original
Rider No. 4 Economic Development Rider		
(Tariff appears in Delivery Service and Electricity Supply)	87	Original
Rider No. 4a Economic Development Rider		
(Tariff appears in Delivery Service and Electricity Supply)	88	Original
Rider No. 11 Universal Service Rider		
(Tariff appears in Delivery Service and Electricity Supply)	90	8 <sup>th</sup> Revised
Rider No. 12 Temporary Rider for EEF		
(Tariff appears in Delivery Service and Electricity Supply)	91	1 <sup>st</sup> Revised
Rider No. 13 State kWh Tax Rider		
(Tariff appears in Delivery Service and Electricity Supply)	92	Original
Rider No. 14 Net Energy Metering		
(Tariff appears in Delivery Service and Electricity Supply)	93	1 <sup>st</sup> Revised
Rider No. 19 Regulatory Transition Charge Offset	98	Original
Rider No. 20 Fuel Recovery Mechanism	99	Original
Rider No. 21 Shopping Credit Rider	100	Original
Rider No. 22 Returning Customer Generation Service Rider	101	Original
Rider No. 23 Shopping Credit Adder	102	Original
Rider No. 24 Green Resource Rider		
(Tariff appears in Delivery Service and Electricity Supply)	104	1 <sup>st</sup> Revised
Rider No. 25 Fuel Rider	105	Original
Rider No. 27 Fuel Cost Recovery Rider	107	Original
Temporary Interruptible Rider	111	Original

This service covers the supply of three phase, 60 Hertz alternating current, at the Company's standard secondary voltages, and those who, as of the effective date of this rate, are served at 4000 volts or higher primary but are not supplying their own substations.

**(2) Primary Service:**

This service covers the supply of three phase, 60 Hertz alternating current at no less than 4000 volts for customers owning the substation. Customer receiving service at 25 Hertz will continue to be serviced as long as such supply is available but no additional 25 Hertz service will be provided. No additional installations at 4160 volts in the Company's present underground district or any extension thereof, will be served at this rate.

All current on this service will be measured at the service voltage of 4000 volts or higher. The Company shall have the option of metering at secondary voltage and adjusting to a primary metering basis by the use of compensating meters or by estimate based on the rated transformer losses.

**TERMS AND CONDITIONS:**

- (1) Service under this rate is supplied in accordance with the Company's Electric Service Regulations and is subject to the jurisdiction of the Public Utilities Commission of Ohio.
- (2) Where the customer desires lighting service incidental to his power requirements such service may be purchased under this rate provided the customer furnishes the additional transformers and all other equipment necessary. All such incidental lighting shall be metered through the power meter.

**TERMS OF SERVICE & CONTRACT:**

Service shall be supplied at the legal rates in effect at the time service is rendered for the following terms with a self-renewal provision for successive periods of one year each until either party shall give at least ninety days written notice to the other of its intention to discontinue at the end of any period.

**Contract Capacity**

Up to	150 kilovolt-amperes
150 to	1000 kilovolt-amperes
Over	1000 kilovolt-amperes

**Term of Contract**

1 Year
2 Years
3 Years

**APPLICABLE RIDERS:**

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

Regulatory Transition Charge Offset	Rider No. 19	Sheet No. 98
Fuel Recovery Mechanism	Rider No. 20	Sheet No. 99
Electric Fuel Component	Rider No. 1	Sheet No. 79
Net Energy Metering	Rider No. 14	Sheet No. 93
Green Resource Rider	Rider No. 24	Sheet No. 104
Fuel Rider	Rider No. 25	Sheet No. 105
Fuel Cost Recovery Rider	Rider No. 27	Sheet No. 107
Temporary Interruptible Rider		Sheet No. 111

**APPLICABLE RIDERS:**

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

Regulatory Transition Charge Offset	Rider No. 19	Sheet No. 98
Returning Customer Generation Service Charge	Rider No. 22	Sheet No. 101
Shopping Credit Rider	Rider No. 21	Sheet No. 100
Shopping Credit Adder	Rider No. 23	Sheet No. 102
Fuel Recovery Mechanism	Rider No. 20	Sheet No. 99
Electric Fuel Component	Rider No. 1	Sheet No. 79
Net Energy Metering	Rider No. 14	Sheet No. 93
Green Resource Rider	Rider No. 24	Sheet No. 104
Fuel Rider	Rider No. 25	Sheet No. 105
Fuel Cost Recovery Rider	Rider No. 27	Sheet No. 107
Temporary Interruptible Rider		Sheet No. 111

## **LARGE POWER RATE "PV-44"**

### **APPLICABILITY:**

Available to any Full Service customer on the lines of the Company applying for permanent service who shall contract for not less than six hundred fifty (650) kilovolt-amperes of capacity at a nominal voltage level of four thousand one hundred sixty (4160) volts or more. A Full Service customer is one that receives all retail electric services from the Company.

This rate is only available to Full Service customers on either Economic Development Rider No. 4 or No. 4A prior to April 18, 1996 and customers on a special contract approved by the PUCO or an application for approval of a special contract is pending before the PUCO prior to April 18, 1996.

### **RATE:**

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

	-----Nominal Service-----		
	Primary	Sub-Trans.	Bulk
	4.16-12.47	23-34.5-69	138
	kV	kV	kV
<b><u>Rate Stabilization Charges:</u></b>			
Energy Charge:			
First 300 kWh per kVA, per kWh	2.896¢	3.239¢	2.916¢
Next 150 kWh per kVA, per kWh	1.001¢	1.045¢	0.999¢
Over 450 kWh per kVA, per kWh	0.516¢	0.525¢	0.523¢
<b><u>Regulatory Transition Charges:</u></b>			
Energy Charge:			
First 300 kWh per kVA, per kWh	4.515¢	5.049¢	4.545¢
Next 150 kWh per kVA, per kWh	1.560¢	1.629¢	1.557¢
Over 450 kWh per kVA, per kWh	0.805¢	0.818¢	0.815¢

Bills prepared and sent on or after January 16, 2009 will exclude Regulatory Transition Charges effective January 1, 2009 on a service rendered basis.

-----Nominal Service-----

Primary	Sub-Trans.	Bulk
4.16-12.47	23-34.5-69	138
kV	kV	kV

**Generation Charges:**

Demand Charge:

First 1000 kVA, per kVA	\$14.295	\$10.828	\$10.872
Next 29,000 kVA, per kVA	\$14.136	\$10.647	\$10.740
All Additional kVA, per kVA	\$14.136	\$9.982	\$10.020

Energy Charge:

First 300 kWh per kVA, per kWh	(2.346)¢	(3.653)¢	(3.181)¢
Next 150 kWh per kVA, per kWh	0.062¢	(0.275)¢	(0.201)¢
Over 450 kWh per kVA, per kWh	0.678¢	0.526¢	0.539¢

**ORDER OF BILLING:**

All charges and discounts shall be billed in the order in which they are presented in this tariff.

**POWER FACTOR ADJUSTMENT:**

The above Rate is based on the maintenance by the customer at all times during the month of a power factor not less than the power factor at the time of maximum monthly demand. For any month when the average lagging power factor is less than eighty-five percent (85%), the Company shall make an additional charge of one percent (1.0%) of the total bill for each five percent (5%) difference between the average lagging power factor and eighty-five percent (85%). The average lagging power factor shall be determined from the kilowatt-hours and the lagging reactive kilovoltampere-hours supplied to the customer during the month.

**MONTHLY BILLING DEMAND:**

The customer's monthly demand shall be the highest thirty (30) minute integrated kilovolt-ampere demand attained during the month. Any leading power factor shall be considered as unity.

(1) **Off-Peak Use:**

If the Full Service customer's monthly demand occurs during off-peak hours, the customer's Monthly Billing Demand will be the monthly demand less three-fourths (3/4) of the difference between the monthly demand and the highest demand attained during the on-peak hours of the same month. A Full Service customer is one that receives all retail electric services from the Company.

For purposes of this calculation, off-peak hours are all hours in each day, except the hours between 0800 hours (8:00 a.m.) and 2000 hours (8:00 p.m.), Monday thru Friday, excluding legal holidays specified as exempt by the Company. These holidays are New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and Mondays which are legally designated as a day of observance in lieu of the above holidays when they occur on weekend days. For limited periods, additional days and hours may be considered off-peak at the option of the Company.

**(2) Minimum Billing Demands:**

The Monthly Billing Demand shall be the monthly demand but not less than:

- (a) Fifty percent (50%) of the highest monthly demand experienced within the twelve months period ending with the month under consideration; or
- (b) Six hundred fifty (650) kilovolt-amperes.

**MONTHLY DERIVED DEMAND:**

The customer's Monthly Derived Demand shall be the customer's monthly demand after adjustment for off-peak use but prior to adjustment for minimum billing demand as defined in (2)(a) under Monthly Billing Demand. In no case shall the Monthly Derived Demand be less than six hundred fifty (650) kilovolt-amperes.

**TERMS AND CONDITIONS:**

- (1) Service under this rate is supplied in accordance with the Rules and Regulations of the Company and is subject to the jurisdiction of the Public Utilities Commission of Ohio.

- (2) This rate covers the supply of three phase, 60 Hertz alternating current at not less than four thousand (4,000) volts.

All energy at this rate will be measured at the service voltage of four thousand (4,000) volts or higher except in such cases where the Company elects to measure at secondary voltage. If energy is measured at a secondary voltage, the Company may, at its option, adjust the reading to a primary metering basis by the use of compensating meters or by an estimate based on the rated transformer losses.

- (3) Where the customer desires lighting service incidental to his power requirements such service may be purchased under this rate, provided the customer furnishes the additional transformers and all other equipment necessary. All such incidental lighting shall be metered through the power meter.

**TERMS OF SERVICE AND CONTRACT:**

Service and contract under this schedule shall be for a period of four years with a self-renewal provision for successive periods of one year each unless written notice of termination is given ninety days before expiration of the four year period, or any one year renewal period.

The customer shall contract for capacity equal to the estimated maximum demand of his load. The Company will supply capacity in excess of that contracted for when such capacity is available, but reserves the right to refuse to supply such additional capacity when in the judgment of the Company to do so would jeopardize the quality or continuity of service to other customers.

**APPLICABLE RIDERS:**

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

Regulatory Transition Charge Offset	Rider No. 19	Sheet No. 98
Fuel Recovery Mechanism	Rider No. 20	Sheet No. 99
Electric Fuel Component	Rider No. 1	Sheet No. 79
Net Energy Metering	Rider No. 14	Sheet No. 93
Green Resource Rider	Rider No. 24	Sheet No. 104
Fuel Rider	Rider No. 25	Sheet No. 105
Fuel Cost Recovery Rider	Rider No. 27	Sheet No. 107
Temporary Interruptible Rider		Sheet No. 111



**TERMS OF SERVICE AND CONTRACT:**

Service and contract under this schedule shall be for a continuous period of five years with a self-renewal provision for successive periods of two years each unless written notice of termination is given two years before expiration of the five year period, or any two year renewal period.

The customer shall contract for capacity equal to the estimated maximum demand of his load. The Company will supply capacity in excess of that contracted for when such capacity is available, but reserves the right to refuse to supply such additional capacity when in the judgment of the Company to do so would jeopardize the quality or continuity of service to other customers.

**APPLICABLE RIDERS:**

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

Regulatory Transition Charge Offset	Rider No. 19	Sheet No. 98
Returning Customer Generation Service Charge	Rider No. 22	Sheet No. 101
Shopping Credit Rider	Rider No. 21	Sheet No. 100
Shopping Credit Adder	Rider No. 23	Sheet No. 102
Fuel Recovery Mechanism	Rider No. 20	Sheet No. 99
Electric Fuel Component	Rider No. 1	Sheet No. 79
Net Energy Metering	Rider No. 14	Sheet No. 93
Green Resource Rider	Rider No. 24	Sheet No. 104
Fuel Rider	Rider No. 25	Sheet No. 105
Fuel Cost Recovery Rider	Rider No. 27	Sheet No. 107
Temporary Interruptible Rider		Sheet No. 111

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**APPLICABLE RIDERS:**

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

Net Energy Metering	Rider No. 14	Sheet No. 93
Green Resource Rider	Rider No. 24	Sheet No. 104
Fuel Rider	Rider No. 25	Sheet No. 105
Fuel Cost Recovery Rider	Rider No. 27	Sheet No. 107
Temporary Interruptible Rider		Sheet No. 111

**EXPIRATION PERIOD:**

This rate schedule shall be closed to all Customers as of January 1, 2009. Any Customer taking service under this rate schedule as of December 31, 2008 that has not selected another appropriate rate schedule to take service from on January 1, 2009 shall be assigned by the Company to another appropriate rate schedule for service taken after December 31, 2008.

**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 TIR**  
**Temporary Interruptible Rider**

**a. Reinstated Interruptible Customer Provision**

**AVAILABILITY:**

This Reinstated Interruptible Customer Provision of this Temporary Interruptible Rider is available to customers that meet all of the following five conditions at the time of initiation of service under this Reinstated Interruptible Customer Provision and on a continuing basis thereafter: (i) the customer took service under an interruptible contract with the Company as of February 1, 2008 that subsequently expired or was terminated prior to March 5, 2009\*; (ii) the customer can successfully demonstrate to the Company that it can reduce its instantaneous measured load to a pre-established contract Firm Load (as defined under Other Provisions, paragraph A. below) within ten minutes of notification provided by the Company; (iii) the customer executes the Company's standard contract for electric service\*; (iv) the customer is taking generation service from the Company; and (v) the customer is not participating in any other load curtailment program, including without limitation a demand response program offered by the Midwest Independent Transmission System Operator, Inc. ("MISO") or any other independent system operator.

\* Nothing in this rider should be interpreted to reinstate the interruptible contract under which customer was taking service that expired or was terminated prior to March 5, 2009.

**RATES:**

Customers taking service under this rider shall also pay the charges and receive the credit set forth below. These charges and the credit are in addition to any other charges and credits provided for under any other rate schedules applicable to customer's service.

**Charges:**

**EBT Charge:**

During an Economic Buy Through Event (as defined under Other Provisions, paragraph C. below), the portion of the customer's actual measured load that exceeds its pre-established contract Firm Load for any and all hours during such event shall be assessed an EBT Charge, which is calculated for each hour of the event as follows:

$$\text{EBT} = \text{AL} \times \text{MISO LMP} \times 1.1$$

Where:

**AL** = the customer's actual hourly load during an Economic Buy Through Event that exceeds the customer's pre-established contract Firm Load.

**MISO LMP** = the final Day Ahead Locational Marginal Price as defined and specified by MISO at the Commercial Pricing Node "FESR" (or its equivalent) during the applicable hour(s).

**ECE Charge:**

During an Emergency Curtailment Event (as defined under Other Provisions, paragraph B. below), the portion of the customer's actual measured load that exceeds its pre-established contract Firm Load for any hour during such event shall be assessed an ECE Charge which is calculated for each hour of the event as follows:

**RIDER TIR**  
**Temporary Interruptible Rider**

$$\text{ECE} = (\text{AL} \times \text{MISO LMP} \times 300\%) \times (1 + \text{LAF}) \times \left[ \frac{1}{1 - \text{CAT}} \right]$$

This charge is in addition to those remedies set forth in "Other Provisions," paragraph B, below.

Where:

**CAT** = the Ohio Commercial Activity Tax rate (CAT) as established in Section §5751.02 of the Ohio Revised Code.

**LAF** = Loss Adjustment Factor  
3.0% for primary voltages  
0.1% for subtransmission voltages  
0.0% for transmission voltages

**Program Credit ("PC"):**

Customers taking service under this Reinstated Interruptible Customer Provision shall receive a monthly Program Credit which shall be calculated as follows:

$$\text{PC} = \text{CL} \times \$10.00/\text{kW/month}$$

Where:

CL is the Curtailable Load, which shall be calculated by the Company for each customer by subtracting the customer's contract Firm Load from its monthly highest thirty (30) minute integrated kW load occurring during the non-holiday weekday hours of 11 a.m. to 5 p.m. Eastern Standard Time (equivalent to noon to 6 p.m. EDT). In no circumstance can the CL be negative. Holidays are defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**OTHER PROVISIONS:**

**A. Firm Load**

For purposes of this Reinstated Interruptible Customer Provision, "Firm Load" shall be that portion of a customer's electric load that is not subject to curtailment. A customer may specify a Firm Load which shall not result in an amount of interruptible load greater than that in effect as of February 1, 2008.

**B. Emergency Curtailment Event**

Upon no less than ten minutes advance notification provided by the Company, a customer taking service under this Reinstated Interruptible Customer Provision must curtail all load above its Firm Load during an Emergency Curtailment Event consistent with the Company's instructions. For purposes of this Reinstated Interruptible Customer Provision, an Emergency Curtailment Event shall be one in which the Company, a regional transmission organization and/or a transmission operator determines, in its respective sole discretion, that an emergency situation exists that may jeopardize the integrity of either the distribution or transmission system in the area.

**RIDER TIR**  
**Temporary Interruptible Rider**

During the entire period of an Emergency Curtailment Event, the customer's actual measured load must remain at or below its Firm Load with such load being measured every clock half hour. A customer's actual measured load shall be determined using the greater of the customer's highest lagging kVA or highest kW during the Emergency Curtailment Event.

If at any time during the Emergency Curtailment Event a customer's actual measured load exceeds its contract Firm Load, the Company may disconnect the customer from the transmission system for the duration of the Emergency Curtailment Event, at the customer's expense. The Company shall not be liable for any direct or indirect costs, losses, expenses, or other damages, special or otherwise, including, without limitation, lost profits that arise from such disconnection.

If at any time during the Emergency Curtailment Event a customer's actual measured load exceeds 110% of its Firm Load, the customer shall be subject to all five (5) of the following: (i) forfeiture of its Program Credit for the month in which the Emergency Curtailment Event occurred; (ii) payment of the ECE Charge set forth in the Rates section of this Reinstated Interruptible Customer Provision; (iii) repayment of the sum of all Program Credits received by the customer under this rider during the immediately preceding billing months which shall include credits from this Reinstated Interruptible Customer Provision; (iv) termination of the customer's participation under this rider; and (v) disqualification from future participation in the Companies' interruptible service programs.

If at any time during the Emergency Curtailment Event a customer's actual measured load is greater than 100% and less than or equal to 110% of its Firm Load during the Emergency Curtailment Event, the customer shall forfeit its Program Credit for the month in which the Emergency Curtailment Event occurred and shall pay the ECE Charge set forth in the Rates section of this Reinstated Interruptible Customer Provision.

**C. Economic Buy Through Event**

Upon no less than a 90 minute advance notification provided to the customer, the Company shall call an Economic Buy Through Event when a "Market Premium Condition" exists. A Market Premium Condition is defined as a period of time in which the MISO LMP exceeds 10.0 cents per kWh on a clock hour basis. The total number of hours for which an Economic Buy Through Event can be called during the term of this rider shall not exceed 146.

**D. Notification**

Customers served under this Reinstated Interruptible Customer Provision shall be provided notification of Economic Buy Through Events and Emergency Curtailment Events by the Company. Customers shall be provided clock times of the beginning and ending of these events, except the Emergency Curtailment Event notification may be stated such that customers must curtail their actual measured load to its Firm Load in 10 minutes from the time the notification is issued. Receipt of curtailment notifications shall be the sole responsibility of the customer.

**RIDER TIR**  
**Temporary Interruptible Rider**

Notification of an interruption Economic Buy Through Event and Emergency Curtailment Event consists of an electronic message issued by the Company to a device or devices such as telephone, facsimile, pager or email, selected and provided by the customer and approved by the Company. Two-way information capability shall be incorporated by the Company and the customer in order to provide confirmation of receipt of notification messages. Operation, maintenance and functionality of such communication devices selected by the customer shall be the sole responsibility of the customer.

**E. Term**

This Reinstated Interruptible Customer Provision shall become effective for service rendered beginning April 1, 2009, and shall expire with service rendered through May 31, 2009.

**F. Conditions**

In the event of any conflict between any other applicable rate schedule and this rider, the latter shall prevail.

**b. Continuing Interruptible Customer Provision**

**APPLICABILITY:**

This Continuing Interruptible Customer Provision of this Temporary Interruptible Rider is applicable to customers having taken service under the Company's Interruptible Tariffs set forth below as of February 1, 2008 and that are taking service under the following interruptible tariffs:

Interruptible Power Rate "PV-46"  
Rider No. 8 Replacement Electricity

Original Sheet No. 63  
Original Sheet No. 85

**RATES:**

Economic buy through arrangements and charges specified in this Continuing Interruptible Customer Provision shall replace all provisions related to economic buy-through (economic interruption) arrangements and charges as set forth in the Company's Interruptible Tariffs listed above. All remaining provisions in the Company's Interruptible Tariffs listed above, including without limitation, provisions related to emergency interruptions and any other charges under any other rate schedules applicable to customer's service, shall apply.

**Charges:**

The following charges shall apply:

**EBT Charge:**

During an Economic Buy Through Event (as defined under Other Provisions, paragraph A. below), the portion of the customer's actual measured load that exceeds its pre-established contract Firm Load for any and all hours during such event shall be assessed an EBT Charge, which is calculated for each hour of the event as follows:

$$\text{EBT} = \text{AL} \times \text{MISO LMP} \times 1.1$$

**RIDER TIR**  
**Temporary Interruptible Rider**

Where:

- AL** = the customer's actual hourly load during an Economic Buy Through Event that exceeds the customer's pre-established contract Firm Load.
- MISO LMP** = the final Day Ahead Locational Marginal Price as defined and specified by MISO at the Commercial Pricing Node "FESR" (or its equivalent) during the applicable hour(s).

**OTHER PROVISIONS:**

**A. Economic Buy Through Event**

Upon no less than a 90 minute advance notification provided to the customer, the Company shall call an Economic Buy Through Event when a "Market Premium Condition" exists. A Market Premium Condition is defined as a period of time in which the MISO LMP exceeds 10.0 cents per kWh on a clock hour basis. The total number of hours for which an Economic Buy Through Event can be called during the term of this rider shall not exceed 211.

**B. Notification**

Customers served under this Continuing Interruptible Customer Provision shall be provided notification of Economic Buy Through Events by the Company. Customers shall be provided clock times of the beginning and ending of these events. Receipt of curtailment notifications shall be the sole responsibility of the customer.

Notification of an Economic Buy Through Event consists of an electronic message issued by the Company to a device or devices such as telephone, facsimile, pager or email, selected and provided by the customer and approved by the Company. Two-way information capability shall be incorporated by the Company and the customer in order to provide confirmation of receipt of notification messages. Operation, maintenance and functionality of such communication devices selected by the customer shall be the sole responsibility of the customer.

**C. Term**

This Continuing Interruptible Customer Provision shall become effective for bills rendered beginning on March 5, 2009 and shall expire with service rendered through May 31, 2009.

**D. Conditions**

In the event of any conflict between any other applicable rate schedule and this rider, the latter shall prevail.

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**3/5/2009 4:23:32 PM**

**in**

**Case No(s). 08-0935-EL-SSO, 09-0021-EL-ATA, 09-0022-EL-AEM, 09-0023-EL-AAM, 89-6008-EL-TRF**

Summary: Tariff These tariffs are filed pursuant to Sections A.1 & I of the stipulation dated February 19, 2009. electronically filed by Mr. George A Yurchisin on behalf of FirstEnergy Corp. and Ridmann, William R.