

October 30, 2009

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

SUBJECT: Case Nos. 09-0848-EL-ATA
06-0653-EL-ORD
89-6008-EL-TRF

Dear Ms. McCauley:

In response pursuant to the Commission's Order in Docket No. 06-653-EL-ORD requiring changes to The Toledo Edison Company's Electric Service Tariffs and the modification of specific liability language therein, please find attached an ammended filing for The Toledo Edison Company.

The attached filing reflects discussions with Staff and their suggested modifications to the above referenced filing and ammends only the tariff page included herein. Please file one copy of this ammended filing in Case No. 09-0848-EL-ATA, one copy in Case No. 06-0653-EL-ORD, and one copy in Case No. 89-6008-EL-TRF.

Thank you.

Sincerely,



Steven E. Ouellette
Director, Rates & Regulatory Affairs

Enclosures

ELECTRIC SERVICE REGULATIONS

- F. Special Facilities:** All costs (including, without limitation, any government imposed fees) for any special services, facilities, or instrumentation which may be rendered or furnished by the Company for a customer at the customer's request or at the direction of any governmental authority, and not provided for in the Company's rate schedules and not ordinarily necessary or directly involved in the furnishing of electric service, shall be paid for by the customer for whom such services, facilities, or instrumentation are furnished, by the customers residing within the boundaries of the governmental entity for whom such services, facilities, or instrumentation are furnished. Any such costs shall be in addition to the charges for electric service provided for in the applicable rate schedule, and may be itemized on the electric bill to such customer(s) or billed separately by the Company. Upon request by the customer and in the sole discretion of the Company, such special services, facilities, or instrumentation may be supplied and maintained by the customer at the customer's expense.
- G. Access To Premises:** The customer or, if applicable, the landlord, shall grant Company's employees and authorized agents access to the customer's premises at all reasonable hours for the purpose of reading, inspecting, testing, repairing, maintaining, replacing, installing, analyzing or removing meters or other Company property. In the event of an emergency, the Company's employees and authorized agents shall have access to customer's premises at any time.

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

X. CUSTOMER'S WIRING, EQUIPMENT AND SPECIAL SERVICES

- A. Installation:** The customer shall supply all wiring on the customer's side of the point of attachment as designated by the Company. All of the customer's wiring and electrical equipment should be installed so as to provide not only for immediate needs but for reasonable future requirements and shall be installed and maintained by the customer to meet the provisions of the National Electrical Code, the regulations of the governmental authorities having jurisdiction over such installations and the reasonable requirements of the Company. As required by Chapter 4901:1-10 of the Ohio Administrative Code, before the Company connects service for any new installations, such installation must be inspected and approved by the local inspection authority or, when there is no local inspection authority, by a licensed electrician. An inspection is also necessary for any changes in wiring on the customer's premises.
- B. Limitation Of Liability:** The Company shall not be liable for any loss, cost, damage or expense that the customer may sustain by reason of damage to or destruction of any property, including the loss of use thereof arising out of, or in any manner connected with interruptions in service, variations in service characteristics, high or low voltage, phase failure, phase reversal, the use of electrical appliances or the presence of the Company's property on the customer's premises whether such damages are caused by or involve any fault, ~~or failure or negligence~~ of the Company or otherwise except such damages that are caused by or due to the willful and wanton misconduct of the Company. The Company shall not be liable for damage to any customer or to third persons resulting from the use of the service on the customer's premises or from the presence of the Company's appliances or equipment on the customer's premises.

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

Filed pursuant to Order dated January 21, 2009, in Case No. 07-551-EL-AIR09-848-EL-ATA,

before

The Public Utilities Commission of Ohio

Issued by: Richard R. Grigg, President

Effective: January 23, 2009

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/30/2009 2:50:25 PM

in

Case No(s). 09-0848-EL-ATA, 06-0653-EL-ORD, 89-6008-EL-TRF

Summary: Tariff ammended filing reflects discussions with Staff and their suggested modifications to the above referenced filing for The Toledo Edison Company electronically filed by Mr. George A Yurchisin on behalf of FirstEnergy Corp. and Ouellette, Steven E.