

FILE



RECEIVED-DOCKETING DIV

2010 JAN 29 AM 9:43

PUCO

16  
139 East Fourth Street, Room 2500 AT II  
P.O. Box 980  
Cincinnati, Ohio 45201-0960  
Tel: 513-419-1847  
Fax: 513-419-1846  
[anita.schafer@duke-energy.com](mailto:anita.schafer@duke-energy.com)

Anita M. Schafer  
Sr. Paralegal

January 28, 2010

Public Utilities Commission of Ohio  
Docketing Division  
13<sup>th</sup> Floor  
180 East Broad Street  
Columbus, OH 43215-3716

Re: Case No. 09-758-EL-ATA  
*89-6002-EL-TRF*  
Dear Sir or Madam:

Enclosed please find the Amended Tariff Changes to its application dated August 28, 2009. The attached tariff sheet reflects discussions with Staff and the revisions requested by Staff. Each tariff sheet reflects the blacklined version showing the changes and its corresponding tariff sheet reflecting a clean version.

Sincerely,

Anita M. Schafer  
Senior Paralegal

AMS

Enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business  
Technician DMM Date Processed 01-29-10

## **RIDER NM-H**

### **NET METERING RIDER - HOSPITALS**

#### **AVAILABILITY**

Rider NM-H is available to qualifying hospital customer generators, upon request. As defined in section 3701.01 of the Revised Code, "hospital" includes public health centers and general, mental, chronic disease, and other types of hospitals, and related facilities, such as laboratories, outpatient departments, nurses' home facilities, extended care facilities, self-care units, and central service facilities operated in connection with hospitals, and also includes education and training facilities for health professions personnel operated as an integral part of a hospital, but does not include any hospital furnishing primarily domiciliary care. A qualifying hospital customer generator is one whose generating facilities are:

- a. Located on the customer generator's premises;
- b. Operated in parallel with the Company's transmission and distribution facilities;

#### **DEFINITION**

~~"Net Metering" means measuring the difference in an applicable billing period between the amount of electricity supplied by Company and the amount of electricity generated by such respective Customer that is delivered to Company.~~

#### **BILLING**

The hospital customer generator's net metering service shall be calculated as follows: a) All electricity flowing from the electric utility to the hospital shall be charged as it would have been if the hospital were not taking service under Rider NM-H. b) All electricity generated by the hospital shall be credited at the market value as of the time the hospital generated the electricity. "Market value" means the MISO locational marginal price of energy at the time the customer-generated electricity is generated. Each monthly bill shall reflect the net of a) and b) above. If the resulting bill indicates a net credit dollar amount, the credit shall be netted against the hospital customer generator's bill until the hospital requests in writing a refund that amount to, but is not greater than, an annual true-up of accumulated credits over a twelve-month period.

## METERING

For hospital customer generators, net metering shall be accomplished using either two meters or a single meter with two registers that are capable of separately measuring the flow of electricity in both directions. One meter or register shall be capable of measuring the electricity generated by the hospital at the time it is generated. If the hospital's existing electrical meter is not capable of separately measuring electricity the hospital generates at the time it is generated, the electric utility, upon written request from the hospital, shall install at the hospital's expense a meter that is capable of such measurement.

## TERMS AND CONDITIONS

~~Customer shall maintain reasonable amounts of insurance sufficient to meet its construction, operating and liability responsibilities associated with the generator installation. Customer shall agree to provide Company from time to time with proof of such insurance upon Company's request. Customer generators are not required to:~~

(a) Comply with any additional safety or performance standards beyond those established by rules in Chapter 4901:1-22 of the Administrative Code, and the National Electrical Code, the institute of electrical and electronics engineers, and underwriters laboratories, in effect as set forth in rule 4901:1-22-03 of the Administrative Code.

(b) Perform or pay for additional tests beyond those required by paragraph (a) above.

(c) Purchase additional liability insurance beyond that required by paragraph (a) above.

Company and Customer, to the extent permitted by law, shall indemnify and hold the other party harmless from and against all claims, liability, damages, and expenses, including attorney's fees, based on any injury to any persons, including loss of life or damage to any property, including loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with an act or omission by such other party, its employees, agents, representatives, successors, or assigns in the construction, ownership, operation, or maintenance of such party's facilities used in net metering.

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Public Utility Commission of Ohio and the Company's Service Regulations, as filed with the Public Utility Commission of Ohio.

## INTERCONNECTION

Customer shall make an application for Interconnection Service and execute an Interconnection Agreement as outlined in Rate IS – Interconnection Service.

Customer shall comply with all applicable requirements of Rate IS – Interconnection Service.

Conformance with these requirements does not convey any liability to the Company for damages or injuries arising from the installation or operation of the generator system.

Filed pursuant to an Order dated May 6, 2009 in Case No.06-653-EL-ORD before the Public Utilities Commission of Ohio

Issued:

Effective:

Issued by Julie Janson, President

## **RIDER NM-H**

### **NET METERING RIDER - HOSPITALS**

#### **AVAILABILITY**

Rider NM-H is available to qualifying hospital customer generators, upon request. As defined in section 3701.01 of the Revised Code, "hospital" includes public health centers and general, mental, chronic disease, and other types of hospitals, and related facilities, such as laboratories, outpatient departments, nurses' home facilities, extended care facilities, self-care units, and central service facilities operated in connection with hospitals, and also includes education and training facilities for health professions personnel operated as an integral part of a hospital, but does not include any hospital furnishing primarily domiciliary care. A qualifying hospital customer generator is one whose generating facilities are:

- a. Located on the customer generator's premises;
- b. Operated in parallel with the Company's transmission and distribution facilities;

#### **BILLING**

The hospital customer generator's net metering service shall be calculated as follows: a) All electricity flowing from the electric utility to the hospital shall be charged as it would have been if the hospital were not taking service under Rider NM-H. b) All electricity generated by the hospital shall be credited at the market value as of the time the hospital generated the electricity. "Market value" means the MISO locational marginal price of energy at the time the customer-generated electricity is generated. Each monthly bill shall reflect the net of a) and b) above. If the resulting bill indicates a net credit dollar amount, the credit shall be netted against the hospital customer generator's bill until the hospital requests in writing a refund that amount to, but is not greater than, an annual true-up of accumulated credits over a twelve-month period.

#### **METERING**

For hospital customer generators, net metering shall be accomplished using either two meters or a single meter with two registers that are capable of separately measuring the flow of electricity in both directions. One meter or register shall be capable of measuring the electricity generated by the hospital at the time it is generated. If the hospital's existing electrical meter is not capable of separately measuring electricity the hospital generates at the time it is generated, the electric utility, upon written request from the hospital, shall install at the hospital's expense a meter that is capable of such measurement.

## **TERMS AND CONDITIONS**

Customer generators are not required to:

(a) Comply with any additional safety or performance standards beyond those established by rules in Chapter 4901:1-22 of the Administrative Code, and the National Electrical Code, the institute of electrical and electronics engineers, and underwriters laboratories, in effect as set forth in rule 4901:1-22-03 of the Administrative Code.

(b) Perform or pay for additional tests beyond those required by paragraph (a) above.

(c) Purchase additional liability insurance beyond that required by paragraph (a) above.

Company and Customer, to the extent permitted by law, shall indemnify and hold the other party harmless from and against all claims, liability, damages, and expenses, including attorney's fees, based on any injury to any persons, including loss of life or damage to any property, including loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with an act or omission by such other party, its employees, agents, representatives, successors, or assigns in the construction, ownership, operation, or maintenance of such party's facilities used in net metering.

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Public Utility Commission of Ohio and the Company's Service Regulations, as filed with the Public Utility Commission of Ohio.

## **INTERCONNECTION**

Customer shall make an application for Interconnection Service and execute an Interconnection Agreement as outlined in Rate IS – Interconnection Service.

Customer shall comply with all applicable requirements of Rate IS – Interconnection Service.

Conformance with these requirements does not convey any liability to the Company for damages or injuries arising from the installation or operation of the generator system.

## **RIDER NM**

### **NET METERING RIDER**

#### **AVAILABILITY**

Net Metering is available to qualifying customer generators, upon request, and on a first-come, first-served basis. A qualifying customer generator is one whose generating facilities are:

- a. Fueled by solar, wind, biomass, landfill gas, or hydropower, or use a microturbine or a fuel cell;
- b. Located on the Customer's premises;
- c. Operated in parallel with the Company's transmission and distribution facilities;
- d. Intended primarily to offset part or all of the Customer's requirements for electricity.

#### **DEFINITION**

"Net Metering" means measuring the difference in an applicable billing period between the amount of electricity supplied by Company and the amount of electricity generated by such respective Customer that is delivered to Company.

#### **BILLING**

The measurement of net electricity supplied by Company and delivered to Company shall be calculated in the following manner. Company shall measure the difference between the amount of electricity delivered by Company to Customer and the amount of electricity generated by the Customer and delivered to Company during the billing period, in accordance with normal metering practices. If the kWh delivered by Company to the Customer exceeds the kWh delivered by the Customer to Company during the billing period, the Customer shall be billed for the kWh difference. If the kWh generated by the Customer and then delivered to Company exceeds the kWh supplied by the Company to Customer during the billing period, the Customer shall be credited the kWh difference. The credit shall be only for the generation component of the applicable rate tariff. The Customer may request in writing a refund that amounts to, but is not greater than, an annual true-up of accumulated credits over a twelve month period.

Bill charges and credits will be in accordance with the standard tariff that would apply if the Customer did not participate in this rider.

## METERING

Net metering shall be accomplished using a single meter capable of registering the amount (flow) of electricity which flowed in each direction during a billing period. ~~If the existing electrical meter is not capable of measuring the flow of electricity in two directions, the customer-generator shall be responsible for all expenses involved in purchasing and installing a meter that is capable of measuring electricity flow in two directions. The Company, at its own expense and with the written consent of the customer-generator, may install one or more additional meters to monitor the flow of electricity in each direction.~~ A customer's existing single-register meter that is capable of registering the flow of electricity in both directions satisfies this requirement. If the customer's existing electrical meter is not capable of measuring the flow of electricity in two directions, the Company, upon written request from the customer, shall install at the customer's expense a meter that is capable of measuring electricity flow in two directions. The Company, at its own expense and with the written consent of the customer generator, may install one or more additional meters to monitor the flow of electricity in each direction. The Company shall not impose, without Commission approval, any additional interconnection requirement or additional charges on customer generators refusing to give such consent.

## TERMS AND CONDITIONS

~~Customer shall maintain reasonable amounts of insurance sufficient to meet its construction, operating and liability responsibilities associated with the generator installation. Customer shall agree to provide Company from time to time with proof of such insurance upon Company's request.~~

Customer generators are not required to:

(a) Comply with any additional safety or performance standards beyond those established by rules in Chapter 4901:1-22 of the Administrative Code, and the "National Electrical Code," the "Institute of Electrical and Electronics Engineers," and "Underwriters Laboratories," in effect as set forth in rule 4901:1-22-03 of the Administrative Code.

(b) Perform or pay for additional tests beyond those required by paragraph (a) above.

(c) Purchase additional liability insurance beyond that required by paragraph (a) above.

Company and Customer, to the extent permitted by law, shall indemnify and hold the other party harmless from and against all claims, liability, damages, and expenses, including attorney's fees, based on any injury to any persons, including loss of life or damage to any property, including loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with an act or omission by such other party, its employees, agents, representatives, successors, or assigns in the construction, ownership, operation, or maintenance of such party's facilities used in net metering.

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Public Utility Commission of Ohio and the Company's Service Regulations, as filed with the Public Utility Commission of Ohio.

Filed pursuant to an Order dated May 6, 2009 in Case No. 06-653-EL-ORD before the Public Utilities Commission of Ohio

Issued:

Effective:

Issued by Julie Janson, President

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 48.32  
Cancels and Supersedes  
Sheet No. 48.42  
Page 3 of 3

---

## **INTERCONNECTION**

Customer shall make an application for Interconnection Service and execute an Interconnection Agreement as outlined in Rate IS – Interconnection Service.

Customer shall comply with all applicable requirements of Rate IS – Interconnection Service.

Conformance with these requirements does not convey any liability to the Company for damages or injuries arising from the installation or operation of the generator system.

Filed pursuant to an Order dated May 6, 2009 in Case No. 06-653-EL-ORD before the Public Utilities Commission of Ohio

---

Issued:

Effective:

Issued by Julie Janson, President



**RIDER NM**

**NET METERING RIDER**

**AVAILABILITY**

Net Metering is available to qualifying customer generators, upon request, and on a first-come, first-served basis. A qualifying customer generator is one whose generating facilities are:

- a. Fueled by solar, wind, biomass, landfill gas, or hydropower, or use a microturbine or a fuel cell;
- b. Located on the Customer's premises;
- c. Operated in parallel with the Company's transmission and distribution facilities;
- d. Intended primarily to offset part or all of the Customer's requirements for electricity.

**DEFINITION**

"Net Metering" means measuring the difference in an applicable billing period between the amount of electricity supplied by Company and the amount of electricity generated by such respective Customer that is delivered to Company.

**BILLING**

The measurement of net electricity supplied by Company and delivered to Company shall be calculated in the following manner. Company shall measure the difference between the amount of electricity delivered by Company to Customer and the amount of electricity generated by the Customer and delivered to Company during the billing period, in accordance with normal metering practices. If the kWh delivered by Company to the Customer exceeds the kWh delivered by the Customer to Company during the billing period, the Customer shall be billed for the kWh difference. If the kWh generated by the Customer and then delivered to Company exceeds the kWh supplied by the Company to Customer during the billing period, the Customer shall be credited the kWh difference. The credit shall be only for the generation component of the applicable rate tariff. The Customer may request in writing a refund that amounts to, but is not greater than, an annual true-up of accumulated credits over a twelve month period.

Bill charges and credits will be in accordance with the standard tariff that would apply if the Customer did not participate in this rider.

Filed pursuant to an Order dated May 6, 2009 in Case No. 06-653-EL-ORD before the Public Utilities Commission of Ohio

---

Issued:

Effective:

Issued by Julie Janson, President

## **METERING**

Net metering shall be accomplished using a single meter capable of registering the amount (flow) of electricity which flowed in each direction during a billing period. A customer's existing single-register meter that is capable of registering the flow of electricity in both directions satisfies this requirement. If the customer's existing electrical meter is not capable of measuring the flow of electricity in two directions, the Company, upon written request from the customer, shall install at the customer's expense a meter that is capable of measuring electricity flow in two directions. The Company, at its own expense and with the written consent of the customer generator, may install one or more additional meters to monitor the flow of electricity in each direction. The Company shall not impose, without Commission approval, any additional interconnection requirement or additional charges on customer generators refusing to give such consent.

## **TERMS AND CONDITIONS**

Customer generators are not required to:

- (a) Comply with any additional safety or performance standards beyond those established by rules in Chapter 4901:1-22 of the Administrative Code, and the "National Electrical Code," the "Institute of Electrical and Electronics Engineers," and "Underwriters Laboratories," in effect as set forth in rule 4901:1-22-03 of the Administrative Code.
- (b) Perform or pay for additional tests beyond those required by paragraph (a) above.
- (c) Purchase additional liability insurance beyond that required by paragraph (a) above.

Company and Customer, to the extent permitted by law, shall indemnify and hold the other party harmless from and against all claims, liability, damages, and expenses, including attorney's fees, based on any injury to any persons, including loss of life or damage to any property, including loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with an act or omission by such other party, its employees, agents, representatives, successors, or assigns in the construction, ownership, operation, or maintenance of such party's facilities used in net metering.

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Public Utility Commission of Ohio and the Company's Service Regulations, as filed with the Public Utility Commission of Ohio.

## **INTERCONNECTION**

Customer shall make an application for Interconnection Service and execute an Interconnection Agreement as outlined in Rate IS – Interconnection Service.

Customer shall comply with all applicable requirements of Rate IS – Interconnection Service.

Conformance with these requirements does not convey any liability to the Company for damages or injuries arising from the installation or operation of the generator system.

Filed pursuant to an Order dated May 6, 2009 in Case No. 06-653-EL-ORD before the Public Utilities Commission of Ohio

---

Issued:

Effective:

Issued by Julie Janson, President

## **RIDER X**

### **LINE EXTENSION POLICY**

#### **APPLICABILITY**

Available in entire service area and applicable to electric service supplied in accordance with provisions of the appropriate rate currently in effect, from the nearest available overhead distribution lines of required type of service, when it is necessary to extend such lines from existing distribution system to provide for new electric service or to provide for a material increase in the customer's load.

#### **EXTENSION PLAN**

A. For line extensions to residential single family homes, both individual homes and homes in a development, the following shall apply:

1. The Company shall be responsible for all costs associated with standard service installation, up to five thousand dollars per lot. The Company is not responsible for any costs associated with premium service.
2. The Customer shall be responsible for any costs above the five thousand dollars per individual lot.
3. The Customer shall be responsible for the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost of a standard, single-phase installation) prior to the start of construction.
4. The Customer shall make arrangements with the Company for the payment of the non-premium line extension costs that exceed five thousand dollars per lot. The Company shall afford the Customer (but not including developers of homes) the option of paying those costs, plus carrying costs and any applicable taxes, on a prorated monthly basis for up to fifty months.

B. For line extensions to residential, non-master-metered, multifamily installations (two or more units) the following shall apply:

1. The Company shall be responsible for all costs associated with standard service installation, up to twenty-five hundred dollars per unit.
2. The Customer shall be responsible for any costs above the twenty-five hundred dollars per individual unit.
3. The Customer shall be responsible for the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost of a standard, single-phase installation) prior to the start of construction.
4. The Customer shall make arrangements with the Company for the payment of the standard line extension costs that exceed twenty-five hundred dollars per unit. The Company shall afford the Customer, (but not including developers) the option of paying those costs, plus carrying costs and any applicable taxes, on a prorated monthly basis for up to fifty months.

Filed pursuant to an Order dated May 6, 2009 in Case No. 06-653-EL-ORD before the Public Utilities Commission of Ohio.

## EXTENSION PLAN (Cont'd)

C. For line extensions to nonresidential Customers the following shall apply:

1. The Company shall be responsible for sixty percent of the total cost of the line extension, for standard service installation.
2. The Customer shall remit forty percent of the total cost of the line extension for standard service installation prior to the start of construction, which shall be considered a Contribution In Aid of Construction (CIAC).
3. In addition, to the extent the Customer requests premium installation service, the Customer shall be responsible for the incremental costs, including CIAC costs, of premium services (the sum of the Company's costs to provide the premium installation minus the Company's cost to install, in accordance with good utility practice, a standard line extension to the project) prior to the start of construction.
4. If a substation is required as part of the line extension project to a Customer, the Customer shall be given the option of building (pursuant to all applicable electrical standards), owning, and maintaining such substation.

D. Any Customer who paid to the Company a Contribution in Aid of Construction (CIAC), other than for premium services, may be entitled to a refund of a portion of the CIAC paid in accordance with the following:

1. If any new Customer, within fifty months of the completion of a line extension project utilizes all or part of the facilities for which the cost of standard service installation has been paid, the Customer who paid the installation costs may be entitled to a refund which represents a pro rata portion of the original cost calculated to equitably share the cost responsibility for those facilities used in service by both the new and original Customer. The new Customer will pay the pro rata portion of the original installation cost to the Company and if either a premium installation or an additional line extension project is required for such new Customer, any additional costs that would be charged under paragraphs (B), (C) or (D). After receiving the new Customer's pro rata portion, the Company will refund it to the original Customer.
2. If any new additional Customer, within fifty months of the completion of the line extension project for which a party has paid to the Company a CIAC, utilizes all or part of the facilities for which a CIAC has been paid, the party who paid the CIAC may also be entitled to a refund.
3. ~~Any Customers who paid for the standard service installation cost are responsible to notify the Company when a new Customer is connected and utilizes the line extension associated with the installation cost that was paid.~~

~~E. Nothing contained herein shall be construed to prohibit the Company from making extensions under different arrangements.~~

~~FE. Nothing contained herein shall be construed to prohibit the Company from making, at its expense, greater extensions than herein prescribed, should its judgment so dictate.~~

~~GF. The title to all extensions and equipment covered by the extension agreements shall be and remain in the Company.~~

~~H. The Company reserves the right to make additional electric service extensions from the end of or from any point in its electric distribution system.~~

Filed pursuant to an Order dated May 6, 2009 in Case No. 06-653-EL-ORD before the Public Utilities Commission of Ohio.

### **EXTENSION PLAN (Cont'd)**

I.G. The Company reserves the right to determine the type of equipment which is needed to extend service hereunder, as well as whether overhead or underground electric distribution facilities will be installed. If the Applicant desires to receive service different than that determined by the Company, the Applicant will pay to the Company the difference in cost between the different facilities.

### **DEFINITIONS**

1. "Builder/Developer" – someone who builds or contracts for and supervises the construction of any commercial structure or someone who builds or contracts for and supervises the construction of a residence for purposes other than owning and occupying it.
2. "Premium Service Cost" – all costs and expenses incurred by the Company to provide service to the customer in excess of all the costs and expenses of a standard service. Premium Service Costs may include but are not limited to, customer requested oversized facilities or any additional costs that result from customer specifications that are in excess of standard construction, alternate construction routes, special construction costs due to obstructions or other physical factors, additional equipment, as well as costs associated with local ordinances or restrictions and any expenses imposed on the Company that are beyond the Company's control. The Company reserves the right to determine whether the constructions of underground electric distribution facilities are considered standard or premium services.
3. "Residence" – a living structure meeting the permanency requirement which includes a functional domestic kitchen and conventional sleeping facilities in compliance with all applicable residential building codes and regulations.
4. "Standard Service Installation" – is the least cost most direct route to extend facilities, in accordance with good utility practice, to the customer's delivery point from the Company's point of origin at the appropriate voltage level and availability of multi-phase facilities.

### **TERM OF CONTRACT**

The initial contract shall be for a period of fifty (50) months.

### **SERVICE REGULATIONS**

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

Filed pursuant to an Order dated May 6, 2009 in Case No. 06-653-EL-ORD before the Public Utilities Commission of Ohio.

## **RIDER X**

### **LINE EXTENSION POLICY**

#### **APPLICABILITY**

Available in entire service area and applicable to electric service supplied in accordance with provisions of the appropriate rate currently in effect, from the nearest available overhead distribution lines of required type of service, when it is necessary to extend such lines from existing distribution system to provide for new electric service or to provide for a material increase in the customer's load.

#### **EXTENSION PLAN**

A. For line extensions to residential single family homes, both individual homes and homes in a development, the following shall apply:

1. The Company shall be responsible for all costs associated with standard service installation, up to five thousand dollars per lot. The Company is not responsible for any costs associated with premium service.
2. The Customer shall be responsible for any costs above the five thousand dollars per individual lot.
3. The Customer shall be responsible for the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost of a standard, single-phase installation) prior to the start of construction.
4. The Customer shall make arrangements with the Company for the payment of the non-premium line extension costs that exceed five thousand dollars per lot. The Company shall afford the Customer (but not including developers of homes) the option of paying those costs, plus carrying costs and any applicable taxes, on a prorated monthly basis for up to fifty months.

B. For line extensions to residential, non-master-metered, multifamily installations (two or more units) the following shall apply:

1. The Company shall be responsible for all costs associated with standard service installation, up to twenty-five hundred dollars per unit.
2. The Customer shall be responsible for any costs above the twenty-five hundred dollars per individual unit.
3. The Customer shall be responsible for the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost of a standard, single-phase installation) prior to the start of construction.
4. The Customer shall make arrangements with the Company for the payment of the standard line extension costs that exceed twenty-five hundred dollars per unit. The Company shall afford the Customer, (but not including developers) the option of paying those costs, plus carrying costs and any applicable taxes, on a prorated monthly basis for up to fifty months.

Filed pursuant to an Order dated May 6, 2009 in Case No. 06-653-EL-ORD before the Public Utilities Commission of Ohio.

---

## **EXTENSION PLAN (Cont'd)**

**C. For line extensions to nonresidential Customers the following shall apply:**

1. The Company shall be responsible for sixty percent of the total cost of the line extension, for standard service installation.
2. The Customer shall remit forty percent of the total cost of the line extension for standard service installation prior to the start of construction, which shall be considered a Contribution In Aid of Construction (CIAC).
3. In addition, to the extent the Customer requests premium installation service, the Customer shall be responsible for the incremental costs, including CIAC costs, of premium services (the sum of the Company's costs to provide the premium installation minus the Company's cost to install, in accordance with good utility practice, a standard line extension to the project) prior to the start of construction.
4. If a substation is required as part of the line extension project to a Customer, the Customer shall be given the option of building (pursuant to all applicable electrical standards), owning, and maintaining such substation.

**D. Any Customer who paid to the Company a Contribution in Aid of Construction (CIAC), other than for premium services, may be entitled to a refund of a portion of the CIAC paid in accordance with the following:**

1. If any new Customer, within fifty months of the completion of a line extension project utilizes all or part of the facilities for which the cost of standard service installation has been paid, the Customer who paid the installation costs may be entitled to a refund which represents a pro rata portion of the original cost calculated to equitably share the cost responsibility for those facilities used in service by both the new and original Customer. The new Customer will pay the pro rata portion of the original installation cost to the Company and if either a premium installation or an additional line extension project is required for such new Customer, any additional costs that would be charged under paragraphs (B), (C) or (D). After receiving the new Customer's pro rata portion, the Company will refund it to the original Customer.
2. If any new additional Customer, within fifty months of the completion of the line extension project for which a party has paid to the Company a CIAC, utilizes all or part of the facilities for which a CIAC has been paid, the party who paid the CIAC may also be entitled to a refund.

**E. Nothing contained herein shall be construed to prohibit the Company from making, at its expense, greater extensions than herein prescribed, should its judgment so dictate.**

**F. The title to all extensions and equipment covered by the extension agreements shall be and remain in the Company.**

**G. The Company reserves the right to determine the type of equipment which is needed to extend service hereunder, as well as whether overhead or underground electric distribution facilities will be installed. If the Applicant desires to receive service different than that determined by the Company, the Applicant will pay to the Company the difference in cost between the different facilities.**

---

Filed pursuant to an Order dated May 6, 2009 in Case No. 06-653-EL-ORD before the Public Utilities Commission of Ohio.

## **DEFINITIONS**

1. "Builder/Developer" – someone who builds or contracts for and supervises the construction of any commercial structure or someone who builds or contracts for and supervises the construction of a residence for purposes other than owning and occupying it.
2. "Premium Service Cost" – all costs and expenses incurred by the Company to provide service to the customer in excess of all the costs and expenses of a standard service. Premium Service Costs may include but are not limited to, customer requested oversized facilities or any additional costs that result from customer specifications that are in excess of standard construction, alternate construction routes, special construction costs due to obstructions or other physical factors, additional equipment, as well as costs associated with local ordinances or restrictions and any expenses imposed on the Company that are beyond the Company's control. The Company reserves the right to determine whether the constructions of underground electric distribution facilities are considered standard or premium services.
3. "Residence" – a living structure meeting the permanency requirement which includes a functional domestic kitchen and conventional sleeping facilities in compliance with all applicable residential building codes and regulations.
4. "Standard Service Installation" – is the least cost most direct route to extend facilities, in accordance with good utility practice, to the customer's delivery point from the Company's point of origin at the appropriate voltage level and availability of multi-phase facilities.

## **TERM OF CONTRACT**

The initial contract shall be for a period of fifty (50) months.

## **SERVICE REGULATIONS**

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

---

Filed pursuant to an Order dated May 6, 2009 in Case No. 06-653-EL-ORD before the Public Utilities Commission of Ohio.

---

Issued:  
Julie Janson, President

Effective:                      Issued by