FirstEnergy

76 South Main St.
Akron, Ohio 44308

May 13, 2016

Mrs. Barcy McNeal
Commission Secretary
The Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215

SUBJECT: Case No. 14-1297-EL-SSO

Dear Mrs. McNeal:

In response to and compliance with the Commission Opinion and Order in Case No. 14-1297-EL-SSO dated March 31, 2016 (ESP IV Order) and the Entry in Case No. 14-1297-EL-SSO dated May 10, 2016, please file the attached tariff pages on behalf of The Toledo Edison Company ("TE"): Attachment 1 contains redline versions of the current Table of Contents, Electric Service Regulations, Summary Rider, Electric Generation Supplier Coordination Tariff and Riders AER (Alternative Energy Resource), DRR (Delta Revenue Recovery), ELR (Economic Load Response Program), GCR (Generation Cost Reconciliation), AMI (Advanced Metering Infrastructure), RTP (Experimental Real Time Pricing), CPP (Experimental Critical Peak Pricing), GEN (Generation Service), DSE (Demand Side Management and Energy Efficiency), EDR (Economic Development), NMB (Non-Market-Based Services), and RGC (Residential Generation Credit). Also, Attachment 2 contains new Riders GDR (Government Directives Recovery), RRS (Retail Rate Stability), ORR (Ohio Renewable Resources), HLF (Commercial High Load Factor Experimental TOU), and RCE (Retail Competition Enhancement). The redline Table of Contents pages reflect the above referenced changes and additions, as well as the removal of the Optional Load Response Program (Rider OLR). The Summary Rider found in Attachment 1, is also included to reflect both the foregoing modifications as well as the removal of the PIPP Customer Discount.

By filing compliance tariffs in the timeframe required by the Commission's Order in Case No. 14-1297-EL-SSO, The Toledo Edison Company is not relinquishing or otherwise diminishing its right to withdraw the ESP IV as permitted under R.C. 4928.143.

Please file one copy of the tariffs found in Attachment 1 (redlined) and Attachment 2 (new tariffs) in Case No. 14-1297-EL-SSO and provide two copies to the Staff. Consistent with the current practice and the ESP IV Order, clean versions of riders will be filed in separate dockets, where appropriate. Thank you.

Sincerely,

Eileen M. Mikkelsen
Rates & Regulatory Affairs

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ELECTRIC SERVICE REGULATIONS

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ELECTRIC SERVICE REGULATIONS

I. GENERAL PROVISIONS

A. Filing: The Schedule of Rates and the Electric Service Regulations for the supply of electric service throughout the territory served by the Company are filed with The Public Utilities Commission of Ohio ("PUCO" or "Commission").

B. Revisions: The Company's Schedule of Rates and the Electric Service Regulations as herein contained may be terminated, amended, supplemented or otherwise changed from time to time in accordance with law and the rules promulgated thereunder by The Public Utilities Commission of Ohio.

C. Applicability: These Electric Service Regulations, together with the provisions of the applicable rate schedule, are a part of every service contract entered into by the Company.

II. APPLICATIONS AND CONTRACTS

A. Service Application: For each class of service requested by an individual or an entity ~~customer~~, before such service is supplied by the Company, the individual or entity must apply for service following the process required by the Company or enter into another form of contract between the Company and the individual or entity. Service will not be supplied by the Company until the Company accepts the application or supplies service according to the provisions of the application. ~~an accepted application from the customer or other form of contract between the Company and the customer will be required.~~ This requirement generally applies to, but is not limited to, ~~shall apply to~~ new installations, ~~to~~ installations where service is to be re-established, ~~to~~ a change in the class of service to be provided to the customer, or to a change in the identity of the customer to be served.

B. Acceptance Of Application: When the application for service is accepted by the Company or service is supplied according to the provisions of the application, the application constitutes a service contract between the Company and the customer for the supply of electric service subject to these Electric Service Regulations. Additional contracts may be required by tariff, which shall be incorporated in the service contract. Upon acceptance of the application or contract, the individual or entity is now a customer.

C. Service Contract: The service contract shall constitute the entire agreement between the customer and the Company and no promise, agreement, or representation of any agent, representative or employee of the Company shall be binding upon it unless the same shall be incorporated in the service contract.

D. Refusal Of Application: The Company may refuse to provide electric service, consistent with Ohio law, including without limitation, for those reasons specified in Chapters 4901:1-10 and 4901:1-18 of the Ohio Administrative Code. Specifically among these reasons, the Company may refuse to furnish electricity to a customer's premises on account of arrearages due it for electricity furnished to persons or entities formerly receiving services at the same premises as customers of the Company, provided the former customers are continuing to reside or do business at such premises.

E. Same Day Connection: If the customer requests service for the same day on which the request has been made and the service is presently not connected, the Company will charge the customer pursuant to the Company's Tariff Sheet 75, Miscellaneous Charges, Same Day Connection Charge. This fee may be charged at the time of the request or charged with the customer's next monthly billing, at the Company's discretion, and only if the Company provides the service on the date requested. (The Same Day Connection Charge does not apply to requests for reconnection

after nonpayment which are governed by Electric Service Regulations, Sheet 4, Section XI, Paragraph D.)

F. Seasonal Or Temporary Discontinuance Of Service: When service has been disconnected at the customer's request because of seasonal occupancy of the premises or when the same customer has moved in and out of the same premise within a 12 month period without another party signing for service during that 12 month period, the Company will charge the customer pursuant to the Company's Tariff Sheet 75, Miscellaneous Charges, Reconnection Charge, to reconnect the service.

G. Large Capacity Arrangements: Existing customers who seek to substantially (by at least 1,000 kW) increase or decrease (including the effects of the addition of onsite generation) ~~(by at least 1,000 kW)~~ their existing capacity requirements and new customers who seek to purchase substantial capacity (at least 1,000 kW) from the Company shall negotiate agreements with the Company containing equitable arrangements both as to the term of the contract and other terms and conditions requiring special consideration, in recognition that serving such increases in capacity may require changes in area facilities or rearrangement of facilities owned by the Company and/or the customer. These arrangements may be subject to the approval of The Public Utilities Commission of Ohio.

III. CREDITWORTHINESS AND DEPOSITS

A. Establishment Of Creditworthiness: Applicants are required to establish creditworthiness, which may include providing a cash deposit, as a condition to furnishing or continuing to furnish service.

B. Deposits: For those applicants making a cash deposit to establish creditworthiness, interest will be paid on the deposit as prescribed by Chapter 4901:1-17 of the Ohio Administrative Code. Deposits plus accrued interest will be returned to the customer in accordance with the provisions of the Ohio Administrative Code.

IV. CHARACTERISTICS OF SERVICE

A. Type: Except as otherwise provided in the Company tariffs, electric service supplied by the Company will be 60-Hz alternating current delivered at the standard voltages available adjacent to the premises where the customer is located.

B. Continuity: The Company will endeavor, but does not guarantee, to furnish a continuous supply of electric energy and to maintain voltage and frequency within reasonable limits. The Company shall not be liable for damages which the customer may sustain due to variations in service characteristics or phase reversals. If supply voltage is unsatisfactory for particular customer applications or for special apparatus requiring close regulation, then the customer shall install regulative apparatus at the customer's own expense.

The standard secondary voltages are 120/240 volt three wire single phase, 208Y/120 volt four wire three phase and 480Y/277 volt four wire three phase. The Company designs its system so that under normal operating conditions the sustained service voltage is within a range of plus or minus 5% of the normal voltage level for that service. Whenever voltages shall be known to exist outside of such ranges, the Company will take steps to promptly initiate corrective action to restore the sustained voltage level within said ranges.

For primary, subtransmission and transmission voltage services, the Company provides standard ~~three phase distribution, subtransmission, and transmission~~ voltages that are available from existing facilities. The Company designs its system so that under normal operating conditions the sustained service voltage is within a range of plus or minus 10% of the normal voltage level for that service~~,~~.

ELECTRIC SERVICE REGULATIONS

~~If the voltage is unsatisfactory for particular customer applications or for special apparatus requiring close regulation, then the customer shall install regulative apparatus at the customer's own expense.~~

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

1. **Secondary Service** - Less than or equal to 600 volts

2. **Subtransmission Service** - 23,000 volts three wire and 34,500 volts three wire

3. **Transmission Service** - Greater than or equal to 69,000 volts

4. **Primary Service** - All other available voltages

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

V. RATE SCHEDULE ALTERNATIVES

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

B. Changing Rate Schedule: Subject to limitations in the service contract or applicable rate schedule, the customer may change to an alternative applicable rate schedule, except that a customer contracting for a specified capacity served at available primary or transmission voltage shall not be eligible to recontract for service at secondary voltage, unless a secondary voltage circuit of adequate capacity is available adjacent to the premises and the customer complies with all of the provisions of the applicable secondary rate schedule.

VI. BILLING AND PAYMENT

A. Billing Periods: Bills for electric service will be rendered monthly or at the Company's option at other regular intervals. Bills rendered monthly shall typically cover a period of approximately 30 days.

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

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C. Late Payment Charges: If remittances ~~mailed by the customer~~ are received by the Company offices more than five (5) days after the due date of the bill, an additional amount equal to 1.5% may be charged on any unpaid balance existing after the due date. This provision is not applicable to unpaid account balances of customers enrolled on income payment plans pursuant to 4901:1-18 of the Ohio Administrative Code.

D. Transfer Of Final Bill: If the customer fails to pay in full of any final bill for service rendered by the Company at one location, and if the customer is receiving Like Service at a second Company location, the Company may transfer such unpaid balance of the final bill to the service account for such second location. "Like Service" refers to an end use within the broad categories of residential, commercial or industrial service, without regard to whether the customer is receiving generation service from the Company. Such transferred amount shall maintain its original due date at such second location and be subject to collection and disconnection action in accordance with Ohio law, which includes without limitation Chapter 4901:1-18 of the Ohio Administrative Code.

E. Meter Readings Not To Be Combined: Even if used by the same person, firm or corporation, electricity delivered and metered separately or at different locations will not be combined for bill calculation purposes, except that under the following conditions meter registrations of two or more installations on the same premises may be combined for billing purposes:

1. Where the applicable schedule of rates specifically authorizes the combination of meter registrations, or

2. Where the Company elects, for administrative reasons or engineering reasons affecting the supply of its service, to install or maintain at one or more locations on one premises two or more service connections with separate metering equipment for furnishing service at the same or different voltage levels or number of phases.

F. Equal Payment Plan: The Company has available for residential customers a plan providing for equal monthly payments for electric service. The equal payment plan amount will be reviewed quarterly and will be adjusted if the customer's recent bills indicate a significant change from past history.

G. Estimated Bills: The Company attempts to read meters on a regular basis but there are occasions when it is impractical or impossible to do so. In such instances the Company will render an estimated bill based upon past use of service. Where the customer has a load meter and the actual load reading when obtained is less than the estimated load used in billing, the account will be recalculated using the actual load reading.

H. Returned Payment: When the Company reverses the customer's payment because the payment transaction has been dishonored, the Company shall charge the customer pursuant to the Company's Tariff Sheet 75, Miscellaneous Charges, Returned Payment Charge. This charge shall be rendered with the customer's next monthly billing.

I. Rate Pricing Changes:

1. Seasonal Price Changes: For billing purposes, unless otherwise specified, the winter rates shall be applicable beginning with service rendered September 1 through service rendered for May 31. The summer rates, unless otherwise specified, shall apply in all other billing periods.

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2. **Non-Seasonal Price Changes:** For billing purposes, non-seasonal price changes will begin with service rendered on the effective date of the price change.

VII. SERVICE CONNECTIONS AND LINE EXTENSIONS

A. Secondary Voltage Service Connection

1. **Overhead Connection:** Where overhead distribution facilities are available, the Company will install a suitable overhead service drop to a point of attachment on the customer's premises as designated by the Company.

2. **Underground General Service Network Connection:** Where underground distribution facilities are available in commercial areas where network service is available, the Company will install underground service connections from its mains to a point, as designated by the Company, located immediately inside the customer's building wall except where, because of the distance between the customer's building and the Company's mains, an equitable arrangement for prorating the cost of installing these facilities may be required. Where underground service cable and conduit are required within the building to reach a customer's service terminals, the customer will be required to pay the cost of these facilities. Such underground service connection facilities paid for by the customer shall be owned by the customer and maintained at the customer's expense and, when required, replaced by the customer.

   Customers requiring underground service from overhead or underground distribution facilities shall at their own expense install and maintain the underground facilities in accordance with the Company's specifications from the meter location on the customer's premises to the Company's distribution wires to which connections are to be made by the Company. The customer shall own such underground facilities and maintain and replace such facilities when required.

3. **Change In Service Connection Facilities:** Should any change in the Company's service connection facilities be necessary due to the erection of, remodeling of or change in any structure on the premises of the customer, or the condition of the customer's premises, or due to any ordinance, governmental action, or any other cause beyond the Company's control, the entire cost of the change in the service connection facilities shall be borne by the customer.

4. **Temporary Service Drop Connection:** When requested by a customer, the Company may provide a Temporary Service Drop Connection. A Temporary Service Drop Connection shall mean the installation of single-phase service up to 200 amps from existing secondary conductors. The charge for a Temporary Service Drop Connection shall be that set forth in the Company's Tariff Sheet 75, Miscellaneous Charges, Temporary Service Drop Connection.

5. **Temporary Facilities:** Temporary Facilities are any separate installation that the Company does not expect to be permanent or where a substantial risk exists that the Company's facilities will be used and useful for a period substantially shorter than their normal expected life, or in which the customer or consumer has no substantial permanent investment. When Temporary Facilities are required for any purpose, the applicant shall deposit with the Company the total estimated cost of construction, plus the total estimated cost of removal, minus the estimated salvage value of all equipment and materials. The amount of the deposit shall be adjusted by a refund or an additional payment when the cost of construction and removal, less the salvage value is determined. No interest will be paid on deposits covering the cost of constructing facilities for temporary electric service. (Temporary facilities shall not include Temporary Service Drop Connections as defined in paragraph 4 above).

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B. Line Extensions

1. Definitions:

Contribution in aid of construction - any amount of money or property contributed to the Company to the extent that the purpose of the contribution is to provide for Line Extensions for new or expanded customer loads.

Cost estimate - the detailed projected expenditure, including material costs and overhead, equipment costs and overhead, labor costs and overhead, and all taxes associated with each major material and service component, required for a Line Extension.

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

Line Extension - the provision of facilities (including, but not limited to, poles, fixtures, wires and appurtenances) necessary for delivering electrical energy from the point where a Line Extension connects with and receives energy from any existing transmission or distribution equipment (the nearest practical point to the customer(s) to be served by the Line Extension at which the appropriate voltage level is available) to one of a customer's points of delivery.

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

Non-standard multi-family installation - any Line Extension to a new residential dwelling that will have two or more dwelling units, where each unit has a separate account for electric service with the Company where the Company's cost to build the Line Extension is greater than $2,500, excluding any Premium installation cost.

Non-standard single family installation - any Line Extension to a new home (or home site) with one account for electric service with the Company where the Company's cost to build the Line Extension is greater than $5,000, excluding any Premium installation cost.

Premium installation - any Line Extension that is in excess of the standard construction and requirements necessary to provide electric service to the customer, including, but not limited to, customer-requested oversizing of facilities, underground construction, Residential Installations exceeding 200 amps and three phase Residential installations.

Premium installation cost - the sum of the Company’s cost to provide Premium installation minus the sum of the Company’s cost of the standard construction and requirements necessary to provide electric service to the customer.

Residential installation - a Standard single family installation, a Non-standard single family installation, a Standard multi-family installation or a Non-standard multi-family installation for a single phase Line Extension.

Standard multi-family installation - any Line Extension to a new residential dwelling that will have two or more dwelling units, where each unit has a separate account for electric service with the Company where the Company's cost to build the Line Extension is less than or equal to $2,500 excluding any Premium installation cost.

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Standard single family installation - any Line Extension to a new home (or home site) with one account for electric service with the Company where the Company's cost to build the Line Extension is less than or equal to $5,000, excluding any Premium installation cost.

2. Terms And Conditions:

Residential installations:

a. Non-standard single family installation:
The customer shall make arrangements with the Company for the payment to the Company of the Company's cost to build the Non-standard single family installation that exceeds $5,000, excluding any Premium installation cost. The individual homeowner (non-developer) has the option of paying such costs based on the rate of return approved in the Company's then most recent distribution rate case, plus carrying costs, on a prorated monthly basis for up to fifty months.

b. Non-standard multi-family installation:
The customer shall make arrangements with the Company for the payment to the Company of the Company's cost to build the Non-standard multi-family installation that exceeds $2,500, excluding any Premium installation cost.

General service installations:

A customer requesting a General service installation shall make an up-front payment to the Company equal to 40% of the Company's estimated cost for construction of the Line Extension, plus any and all Premium installation cost.

Premium installation:

For any Premium Installation the customer shall make an up-front payment to the Company equal to the estimated Premium installation cost for the project. If a project is cancelled after the customer has made the up-front payment for the Premium installation costs, any costs incurred by the Company up to and including the date of cancellation, including without limitation material, labor, design, overheads, taxes, and restocking of materials returned to stock shall be deducted from the premium payment amount, and any remaining funds returned to the customer.

Future customers:

A customer may be entitled to a refund of a portion of the amounts such customer paid for a Line Extension, other than for Premium Installation. Any amounts refunded shall be paid in accordance with the following:

If a new customer ("Customer 2"), utilizes, within fifty months of the completion of a Line Extension project, all or part of the Line Extension facilities for which contribution in aid of construction ("CIAC") has been paid by a previous customer (the "Original customer"), then the Original customer who paid the CIAC may be entitled to a refund which represents a pro rata portion of the original CIAC , calculated to equitably share the CIAC responsibility for the Line Extension facilities used in service by both Customer 2 and the Original customer. If any new additional customer ("Customer 3"), utilizes, within fifty months of the completion of the Line Extension project, all or part of the Line Extension facilities for which CIAC has been paid by

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the Original customer and Customer 2, then Customer 2 who paid an equitable portion of the CIAC may also be entitled to a refund.

3. **Line Extensions On Private Property:** Customers that require Line Extensions to be constructed on their private property shall in all cases provide, without cost to the Company, land clearance, trenching and backfilling (including excavation for and installation of vaults), and an easement for right-of-way in a form acceptable to the Company before the Company's construction is started. The expectation that property will be dedicated to the public use at the conclusion of construction shall not preclude such property from being deemed the customer's private property for purposes of this subsection 3. All Line Extensions shall be the property of and shall be operated and maintained by the Company. The Company shall have the right to use such Line Extension in furnishing service to any applicant located adjacent to such Line Extension and the further right to construct other extensions from the distribution facilities so constructed. Except as provided herein, no customer or third party installation of Line Extension facilities will be permitted on private property or public right-of-way.

4. **Relocation For Residential, Commercial Or Industrial Customer:** A change in location of an overhead or underground service for the customer's convenience shall be made at the customer's expense.

5. **Relocation For Highway, Street Or Public Works Project:** A change in location of an overhead or underground service to provide space necessary for highway, street, or public works projects shall be made in accordance with the contractual agreement with the government entity involved.

6. **Other Items:**

   a. The Company shall not be required to begin any construction on any Line Extension until all required applications have been made by the customer, developer, or builder, as applicable.
   b. The Company shall not be required to install Line Extensions using rear lot line construction. The Company may elect, however, to use rear lot line construction at no additional cost to the customer.
   c. Line Extension cost estimates should not include costs normally incurred by the utility to maintain, protect, or upgrade its distribution system. Nor should system improvements required for the general distribution system that serves multiple customers, which are driven by the customer's load addition, be factored into the Line Extension calculations.

VIII. USE OF SERVICE

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

B. Individual Customer Metering: Service will be supplied under the appropriate rate schedule, to each separate dwelling (single or part of a multiple unit), apartment, farm, commercial or industrial establishment as one customer through one meter or one unified set of meters for each ~~class of service~~ rate schedule.

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C. Resale:

1. Electric service is provided for the sole use of the customer, who shall not sell any of such service to any other person, or permit any other person to use the same, without the written consent of the Company.
2. The above provision does not apply to service provided to a landlord for resale or redistribution to tenants where such resale or redistribution takes place only upon property owned by the landlord and where the landlord is not otherwise operating as a public utility.

D. Parallel Operation: The Company shall provide service in parallel with a customer's generating facilities if the customer has adequate protective and regulating equipment and has sufficient trained personnel to perform the necessary operations, and further, at the Company's option, if the customer provides electronic communications~~direct telephone connection~~ with the offices of the Company's load dispatcher. Net Energy Metering Rider customers shall not be required to provide electronic communications or install a telephone line. The Company will not furnish service in parallel with a customer's generating facilities when, in the opinion of the Company, such parallel operation may create a hazard or disturb, impair or interfere with the Company's service to other customers.

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

F. Unbalanced Loads: The customer shall not use three phase electric service in such a manner as to impose an unreasonable unbalance between phases.

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

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IX. METERS, TRANSFORMERS AND SPECIAL FACILITIES

A. Installation: The Company will furnish and maintain one meter or one unified set of meters and metering equipment capable of producing data necessary to bill the customer under Company tariffs. Service will normally be metered at the Company's supply voltage. The customer shall provide, at no cost to the Company and close to the point of service entrance, suitable space for the installation of meters, transformers, protective equipment, and other equipment required by the Company. Meters, transformers, protective equipment, and other equipment required by the Company shall be placed at locations in accordance with Company standards and such locations shall be maintained by the customer at the customer's expense consistent with reasonable Company standards. ~~In cases where service is metered at primary voltage, transformers, when furnished by the Company, shall be located adjacent to the terminus of the Company's supply facilities.~~ Additional or special transformers required by the customer for the customer's convenience shall be furnished and maintained by the customer at the customer's expense. Any metering equipment required by the customer to accommodate requirements of a Certified Supplier~~, as defined in Section XII,~~ will be installed, owned and maintained by the Company and paid for by the customer.

When a transformer vault, customer substation mat, or similar facility is necessary, said vault, mat or other facility shall be furnished and maintained by the customer at the customer's expense consistent with ~~the~~ reasonable Company~~'s~~ standards~~, by the customer at the customer's expense~~.

B. Equipment Ownership: Unless otherwise agreed between the Company and the customer, all equipment furnished by the Company shall remain its exclusive property and the Company shall have the right to remove the same after termination of service for any reason whatsoever.

C. Meter Testing: The Company tests its meters for accuracy and mutual protection consistent with Chapter 4901:1-10 of the Ohio Administrative Code.

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

D. Meter Failure: If it is determined that a meter, transformer, or any equipment or wiring associated therewith fails for any reason to operate correctly or accurately measure a customer's electricity use, the customer shall pay, for the service furnished during ~~the~~ such period ~~in which the meter was not properly operating~~ an estimated amount based upon: (1) the results of a test, or (2) energy usage during a comparable period, or (3) a combination of both of these methods. For residential customers, the estimated amount determined by the Company shall be billed consistent with Chapter 4933.28 of the Ohio Revised Code. For non-residential customers the estimated amount determined by the Company shall be billed consistent with Chapter 4901:1-10 of the Ohio Administrative Code.

E. Customer Responsibility: The customer shall permit only Company employees, other authorized agents of the Company, or other persons authorized by law, to inspect, test or remove Company equipment located on the customer's premises. If this equipment is damaged or destroyed due to the negligence or willful act of the customer or tampered with by the customer, the cost of repairs or replacement shall be payable by the customer. The Company may also bill the customer for the costs of electric service that was utilized, but not billed for, as a result of the tampering.

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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, property manager or owner, 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, property manager or owner fails to grant access for reasons described above, and judicial or legal redress is necessary to secure such access, the Company may collect from the customer, ~~or the~~ landlord, property manager or owner 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 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 does not constitute a determination that such limitation language should be upheld in a court of law. Approval by the Commission merely

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recognizes that since it is a court's responsibility to adjudicate consequent damage claims, it should be also the court's responsibility to determine the validity of the exculpatory clause.

Any customer desiring protection against interruptions in service, variations in service characteristics, high or low voltage, phase failure, phase reversal, the use of electrical appliances or the presence of the Company's property on the customer's premises, shall furnish, at the customer's expense, any equipment desired by the customer for such purpose. Interruptions in service shall not relieve the customer from any charges provided in the rate schedule.

C. Special Customer Services: The Company may furnish customers special customer services as identified in this section. No such special customer service shall be provided except where the Company has informed the customer that such service is available from and may be obtained from other suppliers. A customer's decision to receive or not receive special customer services from the Company will not influence the delivery of competitive or non-competitive retail electric service to that customer by the Company. Such special customer services shall be provided at a rate negotiated with the customer, but in no case at less than the Company's fully allocated cost. Such special customer services shall only be provided when their provision does not unduly interfere with the Company's ability to supply electric service under the Schedule of Rates and Electric Service Regulations.

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

XI. COLLECTION OF PAST DUE BILLS AND DISCONNECTION OF SERVICE

A. Procedures: The Company's procedures for collecting past due bills and disconnecting service are set forth in the Ohio Administrative Code, except as permitted by the Order in Case No. 02-1944-EL-CSS.

B. Field Collection: When a customer has a delinquent bill, as defined in Chapter 4901:1-18 of the Ohio Administrative Code, the Company may make a field collection visit to attempt to collect the delinquent amount.

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

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C. Disconnection Of Service: Employees or authorized agents of the Company who actually perform the disconnection of service at the meter shall be authorized to accept payment in lieu of disconnection. If payment is made prior to disconnection, service that otherwise would have been disconnected shall remain connected. Any such payment shall include a Field Collection Charge consistent with Field Collection procedures described above. In the event that the Company employee or authorized agent is unable to gain access or is denied access to the meter and it becomes necessary to disconnect service at the pole, the employee or authorized agent disconnecting service shall not accept payment in lieu of disconnection.

D. Reconnection: When service has been disconnected pursuant to any of these Electric Service Regulations, a charge for reconnection pursuant to the Company's Tariff Sheet 75, Miscellaneous Charges, Reconnection Charge, will be required.

E. Unauthorized Use Of Service: In the event of fraudulent practice, tampering, or theft of service by the customer, consumer or other person, the Company will comply with the provisions of Chapters 4901:1-10 and 4901:1-18 of the Ohio Administrative Code. In these instances, the Company will assess a charge pursuant to the Company's Tariff Sheet 75, Miscellaneous Charges, Unauthorized Use Investigation Charge.

XII. CERTIFIED SUPPLIERS - CHANGE OF SUPPLIER

Certified Supplier shall mean all of the entities set forth in Ohio Revised Code, Section 4928.08(A) and (B) which have received certification from the Public Utilities Commission of Ohio under Ohio Revised Code, Section 4928.08 and have otherwise complied with the requirements set forth in the Company's Supplier Tariff. The Company shall change the customer's Certified Supplier only upon receipt of notice instructing such change with respect to the individual customer from a Certified Supplier.

Such notice to the Company will be as provided in the Supplier Tariff and customer instructions that the Certified Supplier is designated to provide services for a minimum time period of one month.

The Company shall develop, update, and maintain a list of Certified Suppliers that offer electric service within the Company's service territory and shall publish such list on the Company's website. All applicants for new service, customers returning from a Certified Supplier and any customer upon request will be directed to the location of this list on the Company's website.

The timing of the change of a customer to a different Certified Supplier shall occur only at the end of a customer's billing month based on and determined by the Company's meter reading schedule.

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

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

XIII. RETURN TO STANDARD SERVICE OFFER SUPPLY

A. If a customer that has been receiving service from a Certified Supplier subsequently seeks to have the Company resume providing generation service, the Company will provide service at standard offer rates provided that sufficient notice of such return has been provided to the Company.

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B. There shall be no minimum stay requirements for customers electing to return to the Company's standard service offer.~~This provision applies to Residential and Small Commercial customers. This provision also applies to Large Commercial and Industrial customers during the Market Development Period. Customers taking generation service from the Company during the period from May 16 through September 15, must remain a Full Service customer of the Company through April 15 of the following year before they may elect to switch to a Certified Supplier, provided that:~~

~~1. Customers may switch to a Certified Supplier at any time if they have not previously switched.~~
~~2. Following the stay-out period through April 15, customers may switch to a Certified Supplier but must exercise the right to switch by May 15 of that same year.~~
~~3. During the first year of the Market Development Period Non-aggregated residential customers and small commercial customers will be permitted to return to standard offer service without being subject to a minimum stay of receiving Full Service from the Company. (A Full Service customer is one that receives all retail electric services from the Company.)~~
~~4. Residential and Small Commercial customers can elect to take service on the Generation Rate Adjustment Rider without application of the minimum stay requirement This Rider, not yet in effect, will be filed in accordance with Commission Rules prior to March 15, 2001.~~
~~5. By March 15, 2002, and again by April 15, 2002, and thereafter before each March 15 and April 15 during the Market Development Period, the Company will provide notice to Residential customers informing them of their rights to choose another supplier by May 15 and the consequences of not choosing another supplier and staying on their standard service offer.~~

~~**C.** After the Market Development Period, Large Commercial and Industrial customers seeking to return to Company generation service must by written contract agree to remain a Full Service customer of the Company for such service for a period of not less than 12 consecutive months, unless the rate schedule under which that customer will be served requires a longer service period, which longer service period would then apply. A Full Service customer is one that receives all retail electric Services from the Company.~~

~~**D.**~~**C.** For all customers, return to the Company's standard~~generation~~ service offer may only occur on regularly scheduled meter reading dates, unless otherwise agreed by the Company. In the event of default of a Certified Supplier, this provision shall not apply.

~~**E.**~~**D.** Subject to the other terms of this Section XIII and the Company's Supplier Tariff, there shall be no notice requirement for customers electing to return to the Company's standard service offer.~~The notice period for return to Company generation service at standard offer rates is dependent upon size of the customer's load, as follows:~~

~~1. For residential customers served individually, and not through aggregators, municipal aggregators, power marketers or power brokers, there shall be no notice requirement for return to Company service.~~

~~2. For customers not qualifying under subsection 1., that have either (i) billing demands totaling not more than 1,000 kW in the any of the twelve billing months prior to notice, or (ii) monthly kilowatt-hour consumption of no more than 250,000 kilowatt-hours in any of the twelve billing months prior to notice, if the customer seeks to return to Company generation service the customer or the customer's aggregator, municipal aggregator, power marketer or power broker must provide at least one month's advance written notice to the Company of the customer's intent to return. Such notice shall constitute the customer's agreement to remain a Full Service customer as specified in Section XIV. B. above.~~

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~~3. For those customers not qualifying under subsection 1. or 2., that have either (i) billing demands totaling not more than 10,000 kW in any of the twelve billing months prior to notice, or (ii) monthly kilowatt-hour consumption of no more than 2,500,000 kilowatt-hours in any of the twelve billing months prior to notice, the customer shall provide at least three months advance written notification of the customer's intent to return. Such notice shall constitute the customer's agreement to remain a Full Service customer as specified in Section XIV. B. above.~~

~~4. For those customers not qualifying under subsections 1., 2. or 3., the notice period shall be six months. Such notice shall constitute the customer's agreement to remain a Full Service customer as specified in Section XIV. B. above.~~

~~5. A customer may not return to Company interruptible generation service without agreement of the Company.~~

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

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

~~G. Customers returning to Company generation service as a result of actions of a Certified Supplier, other than Certified Supplier Non-Compliance or the default of the Certified Supplier, shall return under the provisions of Subsection E of this Section XIV. In that event, the Certified Supplier shall be obligated to pay the Company any positive difference between the hourly spot market price for electricity and the Generation component of the Company's rates applicable to usage by such customers for a period beginning with such return and with a duration equal to the applicable notice periods identified in sections E.2., E.3. and E.4. Customers returning to company generation service under this section must remain a customer of Company generation service for twelve months, unless the rate schedule under which that customer is furnished service requires a longer service period, which longer service period would then apply.~~

~~H. The Company may, at its sole discretion, waive any part of the notice period provided for return to Company generation service. Such waiver would be based upon the Company's expectation of the~~

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~~adequacy of the Company's generation reserve, the availability of supply from other resources, and the cost to supply such customers from either its resources or purchased resources.~~

XIV. CERTIFIED SUPPLIERS - BILLING AND PAYMENT

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

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

B. **Payments To The Company:** Payments to the Company will be applied to the customer's account in accordance with the Ohio Administrative Code, except as permitted by the Order in Case No. 02-1944-EL-CSS. The payment hierarchy specified by this Order is available on the Company website.

C. **Disputes:** If the Company bills for services provided by the Certified Supplier, such bills will be based on ~~the rates~~information supplied to the Company by the Certified Supplier. The Company will have no responsibility to verify the appropriateness of such ~~amounts~~information, or to resolve any disputes or disagreements over the amount, timing or any other aspect of the billing or payment of charges, other than to confirm amounts billed to the customer, amounts received from the customer and amounts remitted to the Certified Supplier.

D. **Non-Payment Or Partial Payment:** Regardless of whether the Company bills customers for the services provided by the Certified Supplier, any failure by the customer to pay any and all charges due the Company in a timely manner shall be subject to any and all applicable provisions of these Electric Service Regulations, including, without limitation, collection, late fees, and termination of service.

E. **Late Payment Fees:** The Company may impose late payment fees on that portion of a customer's bill that pertains to services provided by the Company. Pursuant to the Order in Case No. 02-1944-EL-CSS, the Company may also charge late fees on past due amounts due and owing the Certified Supplier.

F. **Collection Activity:** Except as set forth in the Order in Case No. 02-1944-EL-CSS, the Company shall not be responsible for collection of amounts due from a customer to a Certified Supplier. Pursuant to the Order in Case No. 02-1944-EL-CSS, in situations where a customer is dropped by a Certified Supplier or the customer drops the Certified Supplier, the Certified Supplier's past due amounts will remain on the Company's bill, when applicable, for at least nine billing cycles or until the customer is disconnected or terminated by the Company, whichever occurs first.

XV. CERTIFIED SUPPLIERS - CUSTOMER AGGREGATION

Customers may be aggregated for purposes of purchasing services from a Certified Supplier. Aggregation of customers is not restricted by the number or class of customers within an aggregated group. Accordingly, any customer may be represented by an aggregator. However, an aggregator is not a customer of the Company by virtue of its position as an aggregator. Each customer that is a member of

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an aggregated group shall remain an individual customer of the Company for purposes of billing under each customer's applicable rate schedule. The consumption of individual members of an aggregated group shall not be combined for billing purposes. No charge of a tariffed service will be affected by a customer's aggregation status, and aggregation of load cannot be used for qualification under a tariff.

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XVI. EMERGENCY ELECTRICAL PROCEDURES

A. General

Emergency electrical procedures are deemed necessary if there is a shortage in the electrical energy supply to meet the demands of the Company's customers. It is recognized that such deficiencies can be short term (up to a few days) or long term (a few days or more) in duration; and in view of the difference in nature between short and long term deficiencies, different and appropriate procedures should be adopted for each.

The systems of the Company and its electric utility affiliates are fully integrated and operated as a single electric system to the mutual advantage of the companies and their customers. Each company endeavors to operate and maintain its electric facilities in accordance with accepted utility practices ~~and to maintain sufficient supplies of fuel for the normal operation of its generating facilities~~. Because of the method of operating the companies' systems, an emergency arising on the system of one of those companies may affect the system of the others. Should this occur, a company may from time to time be providing assistance to one or more of the others in order to continue to operate most effectively as a single electric system.

1. Procedures related to short-term capacity shortages shall, insofar as the situation permits, give special consideration to the following types of customers and such other customers or types of customers which the Commission may subsequently identify for the protection of the public's health and safety:

   a. "Hospitals" and other institutions which provide medical care to patients and where surgical procedures are performed.
   b. "Governmental detention institutions" which shall be limited to those facilities used for detention of persons.
   c. "Police and fire stations" which shall be limited to publicly owned, attended facilities.
   d. "Federal facilities" essential to national defense.
   e. "Water pumping facilities" essential to the supply of potable water to a community.
   f. "Radio, television and newspaper facilities" utilized for transmittal of emergency messages and public information relating to these procedures.
   g. "Sewage treatment facilities" essential to the collection, treatment or disposal of a community's sewage.
   h. "Life support equipment," such as a kidney machine or respirator, used to sustain the life of a person.
   i. "Air terminal facilities" essential to the control of aircraft in flight.

   Although these types of customers will be given special consideration in the application of the manual load shedding provisions of this procedure, the Company cannot assure that service to such customers will not be interrupted, and accordingly they should install emergency generation equipment if continuity of service is essential. In case of customers supplied from two Company sources, only one source will be given special consideration. Other customers who, in their opinion, have critical equipment should install emergency battery or auxiliary generating equipment.

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2. Procedures related to long-term capacity or fuel shortages shall, insofar as the situation permits, give special consideration to "priority uses of electricity", which shall mean the amount of electrical energy necessary for protection of the public's health and safety and to prevent unnecessary or avoidable damage to buildings and facilities, for the customers identified in Section (A)(1) and at:

   a. Residences (homes, apartments, nursing homes, institutions and facilities for permanent residents or transients);
   b. Electric power generating facilities, telephone central office and central heating plants serving the public;
   c. Local, intrastate and interstate transportation facilities;
   d. Production and refining or processing facilities for fuels;
   e. Pipeline transmission and distribution facilities for fuels;
   f. Production, processing, distribution and storage facilities for dairy products, meat, fish, poultry, eggs, produce, bread, livestock and poultry feed;
   g. Buildings and facilities limited to uses protecting the physical plant and structure, appurtenances, product inventories, raw materials, livestock, and other personal or real property; and
   h. Other similar uses as may be determined by the Commission.

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

   In addition, each year before March 1, the Company will apprise the Commission of the state of electric supply in its service area.

   As may be appropriate in accordance with the nature of the occurring anticipated emergency and of the Company's load and generating, transmission and distribution facilities, the Company shall initiate the following procedures:

B. Short-Term Capacity Shortages:

As may be appropriate in accordance with the nature of the occurring emergency, the Company shall initiate the following procedures:

1. Sudden or Unanticipated Short-Term Capacity Shortages.

   In the event of a sudden decline of frequency on all or a portion of the Company's system caused by a significant imbalance of load and generation, whether such imbalance occurs in the Company's system or on another system:

   a. Automatic load shedding will take place if the decline in frequency is of the magnitude such as to jeopardize the entire affected area. Ten percent of the load in the affected area will be shed automatically at a frequency of 58.9 hertz. In the event such action does not restore the frequency to a proper level, manual load shedding will be employed. Service so interrupted shall be of selected distribution circuits and lines serving customers throughout the affected area. Such interruptions shall be, where practical, for short periods of time. When the frequency in the affected area recovers to 59.0 hertz or above any action necessary will be taken in the affected area to permit resynchronization to the main network. Such action may include additional manual load shedding.

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b. Such automatic and manual load shedding and restoration will be as set forth in ECAR Document No. 3, dated October 31, 1968 as amended.

2. Anticipated or predictable Short Term Capacity Shortages.

As soon as it is determined that a critical situation exists on the Company's system which may require implementation of any of the emergency procedures listed below, the Company shall confer by telephone with the Commission Staff. Also, the Commission Staff shall be kept informed when any such emergency procedures are implemented.

In the event an emergency condition of short term duration is anticipated or predicted which cannot be relieved by sources of generation available to the Company within the interconnected area, the following steps will be taken at the appropriate time and in the order appropriate to the situation.

a. The internal demand of ~~generating plants and other~~ premises owned by the Company will be reduced to the largest extent consistent with the continuity of service.
b. Voluntary load reductions will be requested of major commercial and industrial customers by procedures established in their respective load reduction plans;
c. Voluntary load reductions will be requested of all other customers through appropriate media appeals.
d. Manual load shedding of customer loads will be initiated. Service so interrupted shall, be to customers supplied from (1) selected distribution circuits throughout the area affected by the emergency, and (2) transmission and subtransmission circuits that can be directly controlled from the Company's dispatching offices. Such interruptions shall be consistent with the criteria established in section (A)(1) to protect the public health and safety and shall, insofar as practicable, be alternated among circuits. The length of an interruption of any selected distribution circuit should not exceed two hours and the total interruption should not exceed four hours in any 24 hour period without prior notification to the Commission. Records will be maintained to ensure that, during subsequent capacity shortages, service interruptions may be rotated throughout the area in an equitable manner.

C. Long Term Capacity ~~or Fuel~~ Shortages:

The following actions shall be implemented until it is determined by the Company that any or all actions may be terminated. The public shall be immediately advised through appropriate media sources of the implementation of these procedures.

1. Long Term Capacity Shortages.

If an emergency situation of long term duration arises out of a long term capacity shortage on the Company's system, the following actions shall be taken, as required:

a. Curtail, during hours of maximum system demand, non-priority electric use on premises controlled by the Company including parking, large area and interior lighting, except lighting required for security and safety.
b. Initiate voluntary load reduction by all customers during the hours of maximum system demand as specified by the Company by:

i. Direct contact of customers with an electric demand of 500 kW or higher requesting them to implement their voluntary electric load reduction plans.

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ii. Requesting, through mass communication media, voluntary curtailment of electric use by all other customers by suggesting actions to be taken such as: lowering thermostat settings for electric heating in the winter; discontinuing the use of air conditioning in the summer; shutting off electric water heaters; discontinuing use of dishwashers, outside lights, electric clothes dryers and entertainment appliances; reducing the use of interior lighting; reducing the use of refrigeration; discontinuing sign lighting and decorative lighting; reducing the use of elevators and poker ventilation equipment; and rescheduling hours of operation for stores and factories.

c. Implement procedures for interruption of selected distribution circuits during the period of maximum system demand on a rotational basis minimizing interruption to facilities which are essential to the public health and safety. The length of an interruption of any selected circuit should not exceed two hours, and the total interruption should not exceed four hours in any 24 hour period without prior notification to the Commission.

d. Notify customers with an electric demand of 500 kW or higher to curtail non-priority use of electricity during hours of maximum system demand as specified by the Company to levels not less than 70 percent of the customer's "monthly base period demand." The Company will establish an adjusted curtailment level when the customer can document that their priority use of electricity exceeds the curtailment level as specified. The Company will notify the Commission prior to such notification of customers.

"Monthly base period demand" is the customers billing demand established during the same month of the preceding year provided, however, that if:

i. The "monthly base period demand" of a customer was abnormal due to such things as strikes or breakdown of major equipment, upon application by the customer and agreement by the Company, "monthly base period demand" for such customer shall be adjusted to reflect the abnormality.

ii. A customer has experienced a major change in load or in load use pattern between the same month of the preceding year and the month of notification of curtailment, the "monthly base period demand" shall be multiplied by an adjustment factor equal to the sum of the billing demands of the three consecutive months prior to the month of notification of curtailment divided by the sum of the billing demands of the corresponding months in the prior 12 month period. If the load change occurred within the three monthly billing periods prior to the notification, only the months which include the changed load condition and the corresponding months of the previous year shall be used to calculate the adjustment factor.

iii. A customer has recently been connected or has received a commitment from the Company to supply a new load or a major load addition expected to be connected subsequent to the initiation of the curtailment, the "monthly base period demand" will be negotiated between the customer and the Company.

Upon prior arrangement and mutual agreement with the Company, customers may effect their electric demand reduction on a corporate basis.

e. Upon notification to the Commission, increase the total hours of interruption of selected distribution circuits during the hours of maximum system demand from four hours to a maximum of eight hours.

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~~2. Long Term Fuel Shortages.~~

~~In the event of any anticipated long term fuel shortage on the Company's system, the following program shall be implemented:~~

~~a. If fuel supplies are decreasing and the remaining fuel supplies at any plant or portion thereof, if separate stockpiles are required, are sufficient in the Company's opinion for 50 "normal burn days" (number of days of coal supply available to serve the portion of the sum of the estimated normal load plus firm sales which will not be provided by firm purchases or by its non-coal generating sources) calculated on a plant by plant basis, the following action shall be taken:~~

~~i. The Company shall notify the Commission of the fuel supply situation.~~
~~ii. Following written notification to the Commission, the Company will vary from economic dispatch the plants or portions thereof affected in order to utilize generation from plants having a more adequate fuel supply.~~

~~b. If fuel supplies are decreasing and the remaining system fuel supplies are sufficient in the Company's opinion for 50 "normal burn days", the following action shall be taken:~~

~~i. The Company shall notify the Commission of the fuel supply situation.~~
~~ii. Company use of electric energy will be reduced in any way that will not jeopardize essential operations.~~
~~iii. Following written notification to the Commission, the Company will vary from economic dispatch in order to utilize generation from plants having a more adequate fuel supply.~~
~~iv. Consideration will be given to discontinuing emergency sales to other utilities, except in those situations where the dropping of regular customers or where serious overloads on equipment will result.~~

~~c. If fuel supplies continue to decrease and the remaining system fuel supplies are sufficient in the Company's opinion for not more than 40 "normal burn days," appeals will be made to all customers for voluntary conservation to effect a reduction of at least 25 percent of all non-priority use of electricity.~~

~~i. Public appeals will be made by the Company through appropriate news media requesting customers to curtail their use of electric energy by suggesting actions to be taken such as: reduce outdoor lighting; reduce general interior lighting to minimum levels to the extent this contributes to decreased electricity usage; reduce show window and display fighting to minimum levels to protect property; reduce the number of elevators operating in office buildings during non-peak hours; reduce electric water heating temperature to minimum level; minimize work schedules for building cleaning and maintenance, restocking, etc., so as to eliminate necessity for office or commercial and industrial facilities to be open beyond normal working hours; maintain building temperature of no less than 78°F by operation of cooling equipment and no more than 68°F by operation of heating equipment, and encourage, to the extent possible, daytime scheduling of entertainment and recreation facilities.~~
~~ii. Direct appeals will be made by the Company to industrial and commercial customers with an electric demand of 500 kW or higher to reduce non-priority use of electricity by at least 25 percent.~~

ELECTRIC SERVICE REGULATIONS

~~d. If fuel supplies continue to decrease and the remaining system fuel supplies are sufficient in the Company's opinion for not more than 30 "normal burn days," the Company shall implement mandatory curtailment procedures for all customer as follows:~~

~~i. All previous measures to reduce electric usage, and~~

~~ii. All non-priority lighting shall be discontinued, all public, commercial and industrial buildings shall maintain a building temperature of no less than 80°F by cooling equipment and no more than 60°F by the operation of heating equipment, except where health-measures or equipment protection deem such measures to be inappropriate and all public, commercial and industrial buildings shall reduce interior lighting to the minimum levels essential for continued work and operations to the extent this contributes to decreased use of electric energy.~~

~~Upon prior arrangement and mutual agreement with the Company, customers may effect their electric energy usage reduction on a corporate basis.~~

~~e. If fuel supplies continue to decrease and the remaining system fuel supplies are sufficient in the Company's opinion for not more than 25 "normal burn days," the Company shall implement additional mandatory curtailment procedures for all customers as follows:~~

~~All previous measures to reduce electric usage, and~~

~~i. All customers shall discontinue non-priority use of electricity on two days of each week. (The Company shall inform customers of the days that non-priority uses shall be discontinued), or~~

~~ii. Customers may, in the alternative, elect to reduce total electric consumption by 25 percent below normal usage but must keep records sufficient to document their reduction. Upon prior arrangement and mutual agreement with the Company, customers may effect their electric energy usage reduction on a corporate basis.~~

~~f. If fuel supplies continue to decrease and the remaining system fuel supplies are sufficient in the Company's opinion for not more than 20 "normal burn days," the Company shall implement further mandatory curtailment of electric usage as follows:~~

~~All previous measures to reduce electric usage, and~~

~~i. All customers shall discontinue non-priority use of electricity on three days of each week (the Company shall inform customers of the days that non-priority uses shall be discontinued), or~~

~~ii. Customers may, in the alternative, elect to reduce total electric consumption by 50 percent below normal usage, but must keep records sufficient to document their reduction. Upon prior arrangement and mutual agreement with the Company, customers may effect their electric energy usage reduction on a corporate basis.~~

~~g. If fuel supplies continue to decrease and the remaining system fuel supplies are sufficient in the Company's opinion for not more than 15 "normal burn days," the Company shall notify all customers to discontinue all non-priority use of electricity on all days of each week.~~

~~3.~~2. Customers who do not curtail service during long term capacity shortages within 30 days after notification by the Company pursuant to (C)(1)(d), ~~or do not promptly curtail service during long-~~

ELECTRIC SERVICE REGULATIONS

~~term fuel shortages when notified by the Company pursuant to (C)(2)(d, e, f, and g),~~ may, following notification to the Commission, be wholly disconnected from service until the emergency is past.

D. Short Term Capacity Shortages in Neighboring Control Areas:

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

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

E. Emergency Procedures for Municipal Wholesale Customers:

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

SUMMARY RIDER

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

		Rate Schedule							
	Rider - (Sheet)	RS	GS	GP	GSU	GT	STL	TRF	POL
Q	Advanced Metering Infrastructure / Modern Grid - (106)	●	●	●	●	●	●	●	●
Q	Alternative Energy Resource ~~(**)~~ - (84)	●	●	●	●	●	●	●	●
	Business Distribution Credit - (86)		●	●		●			
	Commercial High Load Factor Experimental TOU – (130)		●	●					
	Deferred Fuel Cost Recovery - (118)	●	●	●	●	●	●	●	●
A	Deferred Generation Cost Recovery - (117)	●	●	●	●	●	●	●	●
Q	Delivery Capital Recovery - (124)	●	●	●	●				
	Delivery Service Improvement - (108)	●	●	●	●				
Q	Delta Revenue Recovery - (96)	●	●	●	●	●	●	●	●
T	Demand Side Management - (97)	●							
T	Demand Side Management and Energy Efficiency - (115)	●	●	●	●	●	●	●	●
Q	Distribution Uncollectible - (99)	●	●	●	●	●	●	●	●
Q	Economic Development ~~(**)~~ - (116)	●	●	●	●	●	●	●	●
	Economic Development 4a - (88)		●	●	●	●			
	Economic Load Response Program - (101)			●	●	●			
	Experimental Critical Peak Pricing - (113)		●	●	●	●			
	Experimental Real Time Pricing - (111)		●	●	●	●			
	Fuel - (105)	●	●	●	●	●	●	●	●
Q	Generation Cost Reconciliation ~~(**)~~ - (103)	●	●	●	●	●	●	●	●
	Generation Service ~~(**)~~ - (114)	●	●	●	●	●	●	●	●
T	Government Directives Recovery – (126)	●	●	●	●	●	●	●	●
	Hospital Net Energy Metering - (87)		●	●	●	●			
Q	Line Extension Cost Recovery - (107)	●	●	●	●	●	●	●	●
	Net Energy Metering - (93)	●	●	●	●	●			
Q	Non-Distribution Uncollectible ~~(**)~~ - (110)	●	●	●	●	●	●	●	●
A	Non-Market-Based Services - (119)	●	●	●	●	●	●	●	●
P	Non-Residential Deferred Distribution Cost Recovery - (121)		●	●	●	●	●	●	●
	~~Optional Load Response Program - (102)~~			~~●~~	~~●~~	~~●~~			
A	Ohio Renewable Resources - (129)	●	●	●	●	●	●	●	●
T	Phase-In Recovery (125)	●	●	●	●	●	●	●	●
Q	PIPP Uncollectible - (109)	●	●	●	●	●	●	●	●
	Reasonable Arrangement - (98)		●	●	●	●			
P	Residential Deferred Distribution Cost Recovery - (120)	●							
	Residential Distribution Credit - (81)	●							
T	Residential Electric Heating Recovery - (122)	●							
	Residential Generation Credit - (123)	●							
	Retail Competition Enhancement* – (131)	●	●	●	●		●	●	●
Q	Retail Rate Stability – (127)	●	●	●	●	●	●	●	●
	School Distribution Credit - (85)		●	●	●				

SUMMARY RIDER

	State kWh Tax - (92)	●	●	●	●	●	●	●	●
A	Transmission and Ancillary Services - (83)	●	●	●	●	●	●	●	●
P	Universal Service - (90)	●	●	●	●	●	●	●	●

● - Rider is applicable or available to the rate schedules indicated

A - Rider is updated/reconciled annually
Q - Rider is updated/reconciled quarterly
T - Rider is updated/reconciled twice per year
P - Rider is updated/reconciled periodically

*Does not apply to customers who participate in the Percentage of Income Payment Plan (PIPP) program

SUMMARY RIDER

PIPP CUSTOMER DISCOUNT:

Customers who participate in the Percentage of Income Payment Plan (PIPP) program shall receive a six (6) percent discount off of the otherwise applicable Price to Compare (PTC). A customer's PTC is the total of the above referenced applicable Riders (those denoted by "(**)") per billing period. This discount shall remain in effect through May 31, 2016.

RIDER AER
Alternative Energy Resource Rider

APPLICABILITY:

Applicable to any customer that takes electric service under the Company's rate schedules. The Alternative Energy Resource Rider (AER) is not applied to customers during the period the customer takes electric generation service from a certified supplier. The following charge~~s~~ will apply, ~~by~~ for all rate schedule~~s~~, effective for service rendered beginning ~~April~~ June 1, 2016, for all kWhs per kWh:

RATE:

AER charge	0.0112¢
~~RS~~	~~0.0712¢~~
~~GS~~	~~0.0712¢~~
~~GP~~	~~0.0687¢~~
~~GSU~~	~~0.0668¢~~
~~GT~~	~~0.0667¢~~
~~STL~~	~~0.0712¢~~
~~TRF~~	~~0.0712¢~~
~~POL~~	~~0.0712¢~~

PROVISIONS:

The charges set forth in this Rider recover costs incurred by the Company associated with securing compliance with the alternative energy resource requirements in Section 4928.64, Revised Code. The costs ~~initially deferred by the Company and subsequently fully~~ recovered through this Rider will be all costs associated with securing compliance with the alternative energy resource requirements including, but not limited to, all Renewable Energy Credits costs, any reasonable costs of administering the request for proposal, and applicable carrying costs. This rider shall be in effect until all costs are fully recovered.

RIDER UPDATES:

The charges contained in this Rider shall be updated and reconciled on a quarterly basis. No later than December 1st, March 1st, June 1st and September 1st of each year, the Company ~~shall~~ will file with the PUCO a request for approval of the ~~rider~~ Rider charges which, unless otherwise ordered by the PUCO, shall become effective on a service rendered basis on January 1st, April 1st, July 1st and October 1st of each year, beginning October 1, ~~2009~~2016.

RIDER DRR
Delta Revenue Recovery Rider

APPLICABILITY:

Applicable to any customer receiving electric service under the Company's rate schedules or reasonable arrangement (special contract) approved by the Public Utilities Commission of Ohio. The Delta Revenue Recovery Rider (DRR) charge will apply, for all rate schedules, effective for service rendered beginning ~~April~~ June 1, 2016, for all kWhs per kWh. This Rider is not avoidable for customers who take electric generation service from a certified supplier.

PURPOSE:

The DRR charge recovers the difference in revenue ("delta revenue") between the application of rates in the otherwise applicable rate schedule and the result of any economic development schedule, energy efficiency schedule, reasonable arrangement, or governmental special contract approved by the Public Utilities Commission of Ohio on or after January 1, 2009.

RATE:

~~DRR charge~~	~~(0.0019)¢~~
RS	(0.0098)¢
GS	(0.0066)¢
GP	(0.0026)¢
GSU	(0.0010)¢
GT	(0.0003)¢
STL	(0.0268)¢
TRF	(0.0049)¢
POL	(0.0340)¢

RIDER UPDATES:

The charges contained in this Rider shall be updated and reconciled on a quarterly basis. No later than December 1st, March 1st, June 1st and September 1st of each year, the Company will file with the PUCO a request for approval of the rider charges which, unless otherwise ordered by the PUCO, shall become effective on a service rendered basis on January 1st, April 1st, July 1st and October 1st of each year. ~~, beginning October 1, 2009.~~

RIDER ELR
Economic Load Response Program Rider

APPLICABILITY:

This Economic Load Response Program Rider ("Program") is available to customers taking service from the Company at primary voltages or higher voltages provided that all of the following seven conditions are met at the time of initiation of service to the customer under this Rider and on a continuing basis thereafter: (i) the customer took service under the Program as of May 31, 2016 or the customer was historically eligible for Rider ELR and provided written notice of intent to participate in the Program on or before May 31, 2015 for up to an additional 136,250 kW of Curtailable Load effective on or after June 1, 2016; ~~Company's interruptible tariffs set forth below as of February 1, 2008 or the customer took service under an interruptible contract with the Company as of February 1, 2008 that subsequently expired or was terminated;~~ (ii) the customer can successfully demonstrate to the Company that it can reduce its measured load to a pre-established contract Firm Load (as defined under Other Provisions, paragraph A., below) within two hours of notification provided by the Company without the need of a generator (A customer may intend to use a generator to reduce its usage to below its Firm Load, but if the generator does not operate, the customer must still reduce its usage to or below its Firm Load. Failure of a customer to reduce its usage to or below its Firm Load shall result in the consequences listed in the Emergency Curtailment Event Section herein.); (iii) the customer executes the Company's standard Program contract; (iv) the customer is taking generation service from the Company or a Competitive Retail Electric Service ("CRES") provider using consolidated billing; (v) the customer is not participating in any other load curtailment or demand response program, including without limitation a demand response program offered by PJM Interconnection, L.L.C. ("PJM") or any other independent system operator; (vi) the customer commits its demand response capability to Company for integration into Company's R.C. § 4928.66 compliance programs; and, (vii) the Commission finds that the demand response capabilities of customers electing service under this rider shall count towards the Company's compliance with the peak demand reduction benchmarks set forth in R.C. § 4928.66 as applied by the Commission's applicable rules and regulations and shall be considered incremental to interruptible load on the Company's system that existed in 2008. Nothing herein shall preclude a customer from requesting and receiving an exemption from any mechanism designed to recover the cost of energy efficiency and peak demand reduction programs to the extent the exemption is requested to reasonably encourage the commitment of customer-sited capabilities to the Company.

~~Interruptible Power Rate "PV-46" Original Sheet No. 63~~

RATES:

In addition to any other charges under any other rate schedules applicable to customer's service, customers participating in the Program shall also pay the charges and receive the credit set forth below:

Charges:

Program Administrative Charge: $150.00 per month

~~EBT Charge:~~

~~During an Economic Buy Through Option Event (as defined under Other Provisions, paragraph E., 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:~~

RIDER ELR
Economic Load Response Program Rider

~~**EBT Charge = (AL x MPD) x (1 + LAF) x ([1/(1 - CAT)])**~~

RIDER ELR
Economic Load Response Program Rider

~~Where:~~

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

~~**MPD** = the market price differential, which shall be calculated by subtracting the applicable charges set forth in the Generation Service Rider (GEN) from the PJM LMP for the period in which the Economic Buy Through Option Event occurred for each hour that results in a MPD greater than zero.~~

~~PJM LMP is the final Day Ahead Locational Marginal Price as defined and specified by PJM at the appropriate pricing node during the applicable hour(s).~~

~~**CAT** = the Commercial Activity Tax rate as established in Section 5751.03 of the Ohio Revised Code.~~

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

ECE Charge:

During an Emergency Curtailment Event (as defined under Other Provisions, paragraph D., 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 ECE Charge which is calculated for each hour of the event as follows. Revenue collected by the Company as a result of any ECE Charge less amounts associated with the Commercial Activity Tax ("CAT") (as defined below~~above~~) shall be credited towards costs to be collected through the DSE1 charge of Rider DSE:

ECE Charge = (AL x PJM LMP x 300%) x (1 + LAF) x ([1/(1-CAT)])

Where:

AL = the customer's actual hourly load during an Emergency Curtailment Event that exceeds the customer's pre-established contract Firm Load.

PJM LMP = the final Real-Time Locational Marginal Price as defined and specified by PJM at the appropriate pricing node during the applicable hour(s).

CAT = the Commercial Activity Tax rate as established in Section 5751.03 of the Ohio Revised Code.

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

RIDER ELR
Economic Load Response Program Rider

Program Credit ("PC"):

Customers taking service under this Rider shall receive a monthly Program Credit which shall be calculated as follows:

PC = CL x ($5.00) /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 nor can the CL be in excess of a contract amount determined based upon the customers 12 month history as of February 1, 2008. Holidays are defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

RIDER ELR
Economic Load Response Program Rider

Minimum Bill:

The application of the Program Credit shall not produce a total monthly bill for any customer, after including the effects of all rate schedules, ~~and~~ riders, and if applicable, the CRES consolidated billing, that results in an average price per kWh less than two (2) cents per kWh.

OTHER PROVISIONS:

A. Firm Load

For purposes of this Rider, "Firm Load" shall be that portion of a customer's electric load that is not subject to curtailment. A customer may request a reduction to its contract Firm Load no more than once in any twelve month period. The Firm Load may be reduced to the extent that such reduction is consistent with other terms and conditions set forth in this Rider. Any such change in Firm Load shall be applied beginning with the customer's January bill immediately following the year in which the change has been approved by the Company, provided that advance written request is provided to the Company no less than thirty (30) days prior to the effective billing month of the change. The Company may increase the Firm Load at any time if the Company, at its sole discretion, determines the Firm Load is at a level that the customer fails to demonstrate that they can reach. The Company shall promptly notify the customer of any such change.

B. Load Response Program Contract

Customers taking service under this optional Rider shall execute the Company's standard Program contract which, among other things, will establish the Customer's Firm Load and commit the Customer's demand response capability to Company for purposes of Company's compliance with the peak demand reduction benchmarks set forth in R.C. § 4928.66 as applied by the Commission's applicable rules and regulations.

C. Metering

The customer must arrange for interval metering consistent with the Company's Miscellaneous Charges, Tariff Sheet 75.

RIDER ELR
Economic Load Response Program Rider

D. Emergency Curtailment Event

Upon advance notification provided by the Company, a customer taking service under this Rider must curtail all load above its Firm Load during an Emergency Curtailment Event consistent with the Company's instructions. For purposes of this Rider, 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. PJM, which is the regional transmission organization of which the Company is a member, may also initiate an Emergency Curtailment Event upon their sole determination that a pre-emergency situation exists.

If an Emergency Curtailment Event is requested solely by the Company or a transmission operator, a customer will be given no less two hours advance notification to curtail all load above its Firm Load during the Emergency Curtailment Event. An Emergency Curtailment Event requested solely by the Company or a transmission operator may occur anytime during the year with no restrictions on the number of events or the duration of an event.

If the Emergency Curtailment Event is requested by PJM, a customer will be notified by the Company of the start time of the Emergency Curtailment Event as determined by PJM. The start time of the Emergency Curtailment Event will be approximately thirty (30) minutes from the time the Company receives notification from PJM of the Emergency Curtailment Event. However, PJM at its sole discretion may grant a customer an exception to the thirty (30) minute advance notification time of either sixty (60) minutes or one hundred and twenty (120) minutes based on the customer's physical capability to provide load reduction. A customer wishing to seek such exception must submit to the Company a completed request form that the Company will then submit to PJM. If PJM approves the customer request for an exception for sixty (60) minutes, then the start time of any PJM-called Emergency Curtailment Events for that customer will be approximately sixty (60) minutes from the time the Company receives notification from PJM of the Emergency Curtailment Event. If PJM approves the customer request for an exception for one hundred and twenty (120) minutes, then the start time of any PJM-called Emergency Curtailment Events for that customer will be approximately one hundred and twenty (120) minutes from the time the Company receives notification from PJM of the Emergency Curtailment Event. The maximum duration that load must be curtailed when an Emergency Curtailment Event is called by PJM will be six (6) hours and shall be limited to ten events per planning year as defined by PJM and will only occur between 12:00 PM (Noon) to 8:00 PM (Eastern Prevailing Time) for the months of ~~May~~ June through September on weekdays other than PJM Holidays.

RIDER ELR
Economic Load Response Program 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 four (4) of the following: (i) forfeit its Program Credit for the month in which the Emergency Curtailment Event occurred; (ii) pay the ECE Charge set forth in the Rates section of this Rider; (iii) pay the sum of all Program Credits received by the customer under the Program during the immediately preceding twelve billing months which shall include credits from this Rider and the Economic Development Rider; and (iv) the Company's right, at its sole discretion, to remove the customer from the Program for a minimum of 12 months.

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 Rider.

In no event shall the penalties for non-performance listed above be less than PJM's non-performance penalties plus ECE charge for a non-performing customer during the Emergency Curtailment Event.

In a calendar year when an Emergency Curtailment Event has not been requested of customers by PJM on this Rider between June 1 and ~~August 15~~September 7, the Company shall simultaneously interrupt all customers on this Rider by September 30 in order to meet the Company's PJM test obligations for Load Management Resources. The duration of this test will be one hour. The Company will schedule the test and Customers shall receive advance notification of the test. All provisions of this Rider shall apply to this test.

In the event of any conflict between the terms and conditions set forth in this Rider and other service reliability requirements and/or obligations of the Company, the latter shall prevail.

~~E. Economic Buy Through Option Event~~

~~Upon no less than a 90 minute advance notification provided to the customer, the Company shall call an Economic Buy Through Option Event ("EBT") when a "Market Premium Condition" exists. A Market Premium Condition is defined as a point in time that the PJM LMP exceeds the product of 1.5 times the wholesale price resulting from the Company's competitive bid process held for generation service commencing on June 1, 2011 and updated anytime there is a price change in generation service. The number of hours of EBT cannot exceed 10% of the hours in any twelve month period beginning in June of each calendar year.~~

RIDER ELR
Economic Load Response Program Rider

~~F.~~E.

Notification

~~Customers served under this Rider shall be provided notification of Economic Buy Through Option Events by the Company. Customers shall be provided clock times of the beginning and ending of the Economic Buy Through Option Events.~~ Emergency Curtailment Event notifications called by PJM will be stated such that customers must curtail their actual measured load to Firm Load prior to the start time of the Emergency Curtailment Event set forth in the PJM notification to the Company. Emergency Curtailment Event notifications called for either by the Company or a transmission operator will be stated such that customers must curtail actual measured load to Firm Load within two hours of the time the Company sends such notification to the customer. The Company will provide customers a notification of when Emergency Curtailment Events have ended. Receipt of notifications set out in this paragraph shall be the sole responsibility of the customer.

Notification of an ~~Economic Buy Through Option 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.

~~G.~~F.

Term

This Rider shall become effective for service rendered beginning June 1, 2016~~1~~, and shall expire with service rendered through May 31, 2024~~16~~.

A customer may terminate its participation in the Program ~~upon no less than thirty six (36) months advance~~ consistent with other terms and conditions to be effective June 1st. so long as the customer provides written notice to the Company no less than 38 months prior to the requested June 1st date upon which the requested termination would become effective. Except as otherwise provided in this Rider, a qualifying customer may return to the Program after a hiatus from the Program of at least one (1) year on the first day of the customer's billing cycle upon at least thirty days prior written notice of the customer's intent to return.

~~H.~~G.

Conditions

Payment by the customer of all charges herein is a condition of service under this Economic Load Response Program Rider.

RIDER ELR
Economic Load Response Program Rider

APPLICABILITY:

This Economic Load Response Program Rider ("Program") is available to customers taking service from the Company at primary voltages or higher voltages provided that all of the following seven conditions are met at the time of initiation of service to the customer under this Rider and on a continuing basis thereafter: (i) the customer took service under the Program as of May 31, 2016 or the customer was historically eligible for Rider ELR and provided written notice of intent to participate in the Program on or before May 31, 2015 for up to an additional 136,250 kW of Curtailable Load effective on or after June 1, 2016; ~~Company's interruptible tariffs set forth below as of February 1, 2008 or the customer took service under an interruptible contract with the Company as of February 1, 2008 that subsequently expired or was terminated;~~ (ii) the customer can successfully demonstrate to the Company that it can reduce its measured load to a pre-established contract Firm Load (as defined under Other Provisions, paragraph A., below) within two hours of notification provided by the Company without the need of a generator (A customer may intend to use a generator to reduce its usage to below its Firm Load, but if the generator does not operate, the customer must still reduce its usage to or below its Firm Load. Failure of a customer to reduce its usage to or below its Firm Load shall result in the consequences listed in the Emergency Curtailment Event Section herein.); (iii) the customer executes the Company's standard Program contract; (iv) the customer is taking generation service from the Company or a Competitive Retail Electric Service ("CRES") provider using consolidated billing; (v) the customer is not participating in any other load curtailment or demand response program, including without limitation a demand response program offered by PJM Interconnection, L.L.C. ("PJM") or any other independent system operator; (vi) the customer commits its demand response capability to Company for integration into Company's R.C. § 4928.66 compliance programs; and, (vii) the Commission finds that the demand response capabilities of customers electing service under this rider shall count towards the Company's compliance with the peak demand reduction benchmarks set forth in R.C. § 4928.66 as applied by the Commission's applicable rules and regulations and shall be considered incremental to interruptible load on the Company's system that existed in 2008. Nothing herein shall preclude a customer from requesting and receiving an exemption from any mechanism designed to recover the cost of energy efficiency and peak demand reduction programs to the extent the exemption is requested to reasonably encourage the commitment of customer-sited capabilities to the Company.

~~Interruptible Power Rate "PV-46" Original Sheet No. 63~~

RATES:

In addition to any other charges under any other rate schedules applicable to customer's service, customers participating in the Program shall also pay the charges and receive the credit set forth below:

Charges:

Program Administrative Charge: $150.00 per month

~~EBT Charge:~~

~~During an Economic Buy Through Option Event (as defined under Other Provisions, paragraph E., 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:~~

RIDER ELR
Economic Load Response Program Rider

~~**EBT Charge = (AL x MPD) x (1 + LAF) x ([1/(1 - CAT)])**~~

RIDER ELR
Economic Load Response Program Rider

~~Where:~~

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

~~**MPD** = the market price differential, which shall be calculated by subtracting the applicable charges set forth in the Generation Service Rider (GEN) from the PJM LMP for the period in which the Economic Buy Through Option Event occurred for each hour that results in a MPD greater than zero.~~

~~PJM LMP is the final Day Ahead Locational Marginal Price as defined and specified by PJM at the appropriate pricing node during the applicable hour(s).~~

~~**CAT** = the Commercial Activity Tax rate as established in Section 5751.03 of the Ohio Revised Code.~~

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

ECE Charge:

During an Emergency Curtailment Event (as defined under Other Provisions, paragraph D., 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 ECE Charge which is calculated for each hour of the event as follows. Revenue collected by the Company as a result of any ECE Charge less amounts associated with the Commercial Activity Tax ("CAT") (as defined below~~above~~) shall be credited towards costs to be collected through the DSE1 charge of Rider DSE:

ECE Charge = (AL x PJM LMP x 300%) x (1 + LAF) x ([1/(1-CAT)])

Where:

AL = the customer's actual hourly load during an Emergency Curtailment Event that exceeds the customer's pre-established contract Firm Load.

PJM LMP = the final Real-Time Locational Marginal Price as defined and specified by PJM at the appropriate pricing node during the applicable hour(s).

CAT = the Commercial Activity Tax rate as established in Section 5751.03 of the Ohio Revised Code.

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

RIDER ELR
Economic Load Response Program Rider

Program Credit ("PC"):

Customers taking service under this Rider shall receive a monthly Program Credit which shall be calculated as follows:

PC = CL x ($5.00) /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 nor can the CL be in excess of a contract amount determined based upon the customers 12 month history as of February 1, 2008. Holidays are defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

RIDER ELR
Economic Load Response Program Rider

Minimum Bill:

The application of the Program Credit shall not produce a total monthly bill for any customer, after including the effects of all rate schedules, ~~and~~ riders, and if applicable, the CRES consolidated billing, that results in an average price per kWh less than two (2) cents per kWh.

OTHER PROVISIONS:

A. Firm Load

For purposes of this Rider, "Firm Load" shall be that portion of a customer's electric load that is not subject to curtailment. A customer may request a reduction to its contract Firm Load no more than once in any twelve month period. The Firm Load may be reduced to the extent that such reduction is consistent with other terms and conditions set forth in this Rider. Any such change in Firm Load shall be applied beginning with the customer's January bill immediately following the year in which the change has been approved by the Company, provided that advance written request is provided to the Company no less than thirty (30) days prior to the effective billing month of the change. The Company may increase the Firm Load at any time if the Company, at its sole discretion, determines the Firm Load is at a level that the customer fails to demonstrate that they can reach. The Company shall promptly notify the customer of any such change.

B. Load Response Program Contract

Customers taking service under this optional Rider shall execute the Company's standard Program contract which, among other things, will establish the Customer's Firm Load and commit the Customer's demand response capability to Company for purposes of Company's compliance with the peak demand reduction benchmarks set forth in R.C. § 4928.66 as applied by the Commission's applicable rules and regulations.

C. Metering

The customer must arrange for interval metering consistent with the Company's Miscellaneous Charges, Tariff Sheet 75.

RIDER ELR
Economic Load Response Program Rider

D. Emergency Curtailment Event

Upon advance notification provided by the Company, a customer taking service under this Rider must curtail all load above its Firm Load during an Emergency Curtailment Event consistent with the Company's instructions. For purposes of this Rider, 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. PJM, which is the regional transmission organization of which the Company is a member, may also initiate an Emergency Curtailment Event upon their sole determination that a pre-emergency situation exists.

If an Emergency Curtailment Event is requested solely by the Company or a transmission operator, a customer will be given no less two hours advance notification to curtail all load above its Firm Load during the Emergency Curtailment Event. An Emergency Curtailment Event requested solely by the Company or a transmission operator may occur anytime during the year with no restrictions on the number of events or the duration of an event.

If the Emergency Curtailment Event is requested by PJM, a customer will be notified by the Company of the start time of the Emergency Curtailment Event as determined by PJM. The start time of the Emergency Curtailment Event will be approximately thirty (30) minutes from the time the Company receives notification from PJM of the Emergency Curtailment Event. However, PJM at its sole discretion may grant a customer an exception to the thirty (30) minute advance notification time of either sixty (60) minutes or one hundred and twenty (120) minutes based on the customer's physical capability to provide load reduction. A customer wishing to seek such exception must submit to the Company a completed request form that the Company will then submit to PJM. If PJM approves the customer request for an exception for sixty (60) minutes, then the start time of any PJM-called Emergency Curtailment Events for that customer will be approximately sixty (60) minutes from the time the Company receives notification from PJM of the Emergency Curtailment Event. If PJM approves the customer request for an exception for one hundred and twenty (120) minutes, then the start time of any PJM-called Emergency Curtailment Events for that customer will be approximately one hundred and twenty (120) minutes from the time the Company receives notification from PJM of the Emergency Curtailment Event. The maximum duration that load must be curtailed when an Emergency Curtailment Event is called by PJM during the months of May through October will be ~~six~~ twelve (~~6~~12) hours ~~and shall be limited to ten events per planning year as defined by PJM~~ and will only occur between 1012:00 ~~PM~~ AM ~~(Noon)~~ to 108:00 PM (Eastern Prevailing Time). F~~f~~or the months of ~~May~~ November through ~~September~~ April, the maximum duration that load must be curtailed when an Emergency Curtailment Event is called by PJM will be fifteen (15) hours and will only occur between 6:00 AM to 9:00 PM (Eastern Prevailing Time). ~~on weekdays other than PJM Holidays.~~ An Emergency Curtailment Event requested solely by PJM may occur any day during the year with no restrictions on the number of events that could occur.

RIDER ELR
Economic Load Response Program 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 four (4) of the following: (i) forfeit its Program Credit for the month in which the Emergency Curtailment Event occurred; (ii) pay the ECE Charge set forth in the Rates section of this Rider; (iii) pay the sum of all Program Credits received by the customer under the Program during the immediately preceding twelve billing months which shall include credits from this Rider and the Economic Development Rider; and (iv) the Company's right, at its sole discretion, to remove the customer from the Program for a minimum of 12 months.

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 Rider.

In no event shall the penalties for non-performance listed above be less than PJM's non-performance penalties plus ECE charge for a non-performing customer during the Emergency Curtailment Event.

In a ~~calendar~~ PJM delivery year (June 1st – May 31st) when an Emergency Curtailment Event has not been requested of customers by PJM on this Rider between June 1 and May 7~~August 15~~, the Company shall simultaneously interrupt all customers on this Rider by ~~September 30~~May 31 in order to meet the Company's PJM test obligations for Load Management Resources. The duration of this test will be one hour. The Company will schedule the test and Customers shall receive advance notification of the test. All provisions of this Rider shall apply to this test.

In the event of any conflict between the terms and conditions set forth in this Rider and other service reliability requirements and/or obligations of the Company, the latter shall prevail.

~~E. Economic Buy Through Option Event~~

~~Upon no less than a 90 minute advance notification provided to the customer, the Company shall call an Economic Buy Through Option Event ("EBT") when a "Market Premium Condition" exists. A Market Premium Condition is defined as a point in time that the PJM LMP exceeds the product of 1.5 times the wholesale price resulting from the Company's competitive bid process held for generation service commencing on June 1, 2011 and updated anytime there is a price change in generation service. The number of hours of EBT cannot exceed 10% of the hours in any twelve month period beginning in June of each calendar year.~~

RIDER ELR
Economic Load Response Program Rider

~~F.~~E.

Notification

~~Customers served under this Rider shall be provided notification of Economic Buy Through Option Events by the Company. Customers shall be provided clock times of the beginning and ending of the Economic Buy Through Option Events.~~ Emergency Curtailment Event notifications called by PJM will be stated such that customers must curtail their actual measured load to Firm Load prior to the start time of the Emergency Curtailment Event set forth in the PJM notification to the Company. Emergency Curtailment Event notifications called for either by the Company or a transmission operator will be stated such that customers must curtail actual measured load to Firm Load within two hours of the time the Company sends such notification to the customer. The Company will provide customers a notification of when Emergency Curtailment Events have ended. Receipt of notifications set out in this paragraph shall be the sole responsibility of the customer.

Notification of an ~~Economic Buy Through Option 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.

~~G.~~F.

Term

This Rider shall become effective for service rendered beginning June 1, 2016~~1~~, and shall expire with service rendered through May 31, 2024~~16~~.

A customer may terminate its participation in the Program ~~upon no less than thirty six (36) months advance~~ consistent with other terms and conditions to be effective June 1st, so long as the customer provides written notice to the Company no less than 38 months prior to the requested June 1st date upon which the requested termination would become effective. Except as otherwise provided in this Rider, a qualifying customer may return to the Program after a hiatus from the Program of at least one (1) year on the first day of the customer's billing cycle upon at least thirty days prior written notice of the customer's intent to return.

~~H.~~G.

Conditions

Payment by the customer of all charges herein is a condition of service under this Economic Load Response Program Rider.

RIDER GCR
Generation Cost Reconciliation Rider

APPLICABILITY:

Applicable to any customer who receives electric service under the Company's rate schedules. The Generation Cost Reconciliation Rider (GCR) charge will apply, by rate schedule, effective for service rendered beginning April 1, 2016, for all kWhs per kWh.

RATE:	GCR1	GCR2
RS	0.2313¢	0.0000¢
GS	0.2313¢	0.0000¢
GP	0.2232¢	0.0000¢
GSU	0.2170¢	0.0000¢
GT	0.2167¢	0.0000¢
STL	0.2313¢	0.0000¢
TRF	0.2313¢	0.0000¢
POL	0.2313¢	0.0000¢

The GCR charge shall be calculated as follows:

$$GCR = \{[GCR\ Deferral\ Balance] / S\} \times 1/(1 - CAT) \times \{(1 - LOSS_{AVG}) / (1 - LOSS)\}$$

Where:

i. The calculation period is the three-month period ended two months prior to the effective dates of the updated rider (i.e. three months ended October 31, January 31, April 30, and July 31).
ii. Each component of the formula includes the aggregated data for The Cleveland Electric Illuminating Company, Ohio Edison Company, and The Toledo Edison Company.
iii. For any given billing period, only the non-zero GCR charge will be applied.

RIDER GCR
Generation Cost Reconciliation Rider

GCR Deferral Balance = $[(B_P - GCR_{REV} - GEN_{REV} + E_S + E_{CBP}) + I]$

B_P = The actual reconciliation balance, including applicable interest, at the end of the previous calculation period.

GCR_{REV} = The actual revenue associated with Rider GCR, as billed for the calculation period, excluding applicable Commercial Activity Tax.

GEN_{REV} = The actual revenue associated with Riders GEN, HLF, RTP and CPP as billed for the calculation period, excluding applicable Commercial Activity Tax.

E_S = The actual cost of supplying generation service to SSO customers and customers taking service under special contracts for the calculation period.

E_{CBP} = The competitive bidding process expenses.

I = The applicable interest for the calculation period at a monthly rate of 0.7066%.

S = The projected kWh sales for the period during which Rider GCR will be applied.

CAT = The Commercial Activity Tax rate as established in Section 5751.03 of the Ohio Revised Code.

LOSS = The loss factor associated with each rate category based on service voltage. (See Page 1 of Exhibit C to the Application in Case No. 08-0935-EL-SSO).

$LOSS_{AVG}$ = The aggregated loss factor.

AVOIDABILITY:

~~If the **GCR Deferral Balance ≤ (5% x E_S)** for a given calculation period, then GCR1 = GCR and GCR1 is not applied to customers who take generation from a certified supplier.~~

The GCR charge shall equal GCR1 and GCR1 is not applied to customers during the calculation period the customer takes electric generation service from a certified supplier, unless the **GCR Deferral Balance > (10% x E_S)** for two consecutive calculation periods. If the **GCR Deferral Balance > (~~5~~10% x E_S)** for ~~a given~~ two consecutive calculation periods, then, subject to Commission approval, GCR2 = GCR and GCR2 is not avoidable for customers who take electric generation service from a certified supplier.

Regardless, in the event that a supplier that has been providing power as a result of the competitive bid process defaults during the applicable ESP period, the Company upon its belief that such default will cause the GCR Deferral Balance to exceed the ~~5~~10% threshold, may determine that the GCR charge is not avoidable for customers who take generation from a certified supplier, subject to Commission approval.

RIDER UPDATES:

RIDER GCR
Generation Cost Reconciliation Rider

The charges contained in this Rider shall be updated and reconciled on a quarterly basis. No later than December 1st, March 1st, June 1st and September 1st of each year, the Company will file with the PUCO a request for approval of the Rider charges which, unless otherwise ordered by the PUCO, shall become effective on a service rendered basis on January 1st, April 1st, July 1st and October 1st of each year~~, beginning October 1, 2011~~.

RIDER AMI
Advanced Metering Infrastructure / Modern Grid Rider

APPLICABILITY:

Applicable to any customer who receives electric service under the Company's rate schedules, with the exception of General Service - Transmission (Rate "GT"). This Advanced Metering Infrastructure / Modern Grid Rider charge is a fixed monthly charge and will be effective for service rendered beginning April 1, 2016. This Rider is not avoidable for customers during the period the customer takes electric generation service from a certified supplier.

CHARGE *:

RS	$ 0.159
GS	$ 0.830
GP	$11.091
GSU	$12.734
STL (per lighting unit)	$ 0.036
TRF	$ 0.140
POL	$ 0.218

* The charges listed above, except those for rate schedule STL, will be applied per customer, per month. Any customer who receives electric service under rate schedule STL will have the above charge applied per lighting unit, per month.

PROVISIONS:

The charges set forth in this Rider recover costs associated with the Ohio Site Deployment of the Smart Grid Modernization Initiative in Case No. 09-1820-EL-ATA. Any additional costs associated with expansion of the Ohio Site Deployment or the implementation of any additional advanced metering or grid modernization infrastructure in Ohio including, but not limited to, Commission directed, legislatively mandated or Company initiated and Commission approved infrastructure expansion will be collected through this Rider.

RIDER UPDATES:

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

RIDER RTP
Experimental Real Time Pricing Rider

AVAILABILITY:

This Rider is not available to customers during the period the customer takes electric generation service from a certified supplier. This Rider is not available to customers during the period the customer is taking service under Rider ELR, Rider HLF, or Rider CPP.

The Experimental Real Time Pricing Rider (RTP) shall be applied in lieu of the Generation Service Rider (GEN) to customers participating in this voluntary experimental program.

PROGRAM DESCRIPTION:

The RTP Program is voluntary and will be offered on an experimental basis through May 31, 2024. ~~2016~~, ~~unless earlier terminated by the Company~~. Its purpose is to test customer response to hourly price signals quoted by PJM Interconnection, L.L.C. ("PJM") or any other applicable independent system operator to supply electricity. Participation in the RTP Program offers customers the opportunity to manage their electric costs by either shifting load from higher price to lower price periods or by adding new load during lower price periods.

RATE:

In addition to any other charges under all other rate schedules applicable to customer's service, exclusive of Rider GEN, customers taking service under this Rider shall also pay the charges set forth below:

Charges:

Program Administrative Charge:	$150.00 per month

RTP Billing:

Customers taking service under this Rider will be billed based on the following calculation:

RTP Bill = Program Charge + RTP Energy Charge + RTP Fixed Charge + All Applicable Riders

RIDER RTP
Experimental Real Time Pricing Rider

RTP Energy Charge:

The RTP Energy Charge (RTPEC) is equal to the customers hourly energy usage applied to the hourly energy price quotes made publicly available by PJM, as defined in the LMP_t definition below.

The RTPEC is calculated as follows:

$$RTPEC = \sum_{t=1}^{n} (kWh_t \times LMP_t)$$

Where:

kWh_t	=	Customer's kilowatt-hour usage in hour t
t	=	An hour in the billing period
n	=	Total number of hours in the billing period
LMP_t	=	the "Day-Ahead" Locational Marginal Price, or "LMP" in hour t as defined and specified by PJM at the appropriate pricing node, as this node may be changed or superseded from time to time by PJM. In the event there is an error in the LMP reported by PJM, the Company shall apply such prices as corrected by PJM in monthly billings.

The Company shall not be responsible for failure of the customer to receive and act upon market based quotes. The customer is responsible for its access to the Internet for access to PJM pricing.

RTP Fixed Charges:

The following RTP Fixed Charges will apply, by rate schedule, for all kWhs per kWh:

	Summer	Winter
GS	~~4.4130~~3.1091¢	~~3.5515~~2.2606¢
GP	~~3.8870~~2.7343¢	~~3.0627~~1.9144¢
GSU	~~3.3603~~2.2550¢	~~2.5650~~1.4575¢
GT	~~3.1241~~2.2773¢	~~2.3298~~1.4805¢

For billing purposes, the winter rates shall be applicable during each winter billing period as defined in the Electric Service Regulations~~beginning with service rendered September 1 through service rendered for May 31~~. The summer rates shall apply in all other billing periods.

RIDER RTP
Experimental Real Time Pricing Rider

METERING:

The customer must arrange for interval metering consistent with the Company's Miscellaneous Charges, Tariff Sheet 75.

TERMS AND CONDITIONS:

Failure by the customer to timely pay all amounts due within thirty (30) days of when due may be cause for removal from service under this Rider, at the option of the Company.

A customer may terminate service under this Rider effective with the next scheduled meter reading following at least 12 days notice to the Company by the customer. Customers who withdraw or are removed from the RTP Program may not return to the RTP Program.

RIDER CPP
Experimental Critical Peak Pricing Rider

AVAILABILITY:

This Rider is not available to customers during the period the customer takes electric generation service from a certified supplier. This Rider is not available to customers during the period the customer is taking service under Rider ELR~~, Rider OLR~~, Rider HLF, or Rider RTP.

The Experimental Critical Peak Pricing Rider (CPP) shall be applied in lieu of the Generation Service Rider (GEN) to customers participating in this voluntary experimental program.

The CPP Charge shall reflect time-of-day pricing, for all kWh per kWh, for both Summer and Winter seasons, as shown below:

RATE:

In addition to any other charges under all other rate schedules applicable to customer's service, exclusive of Rider GEN, customers taking service under this Rider shall also pay the charges set forth below:

Charges:

Program Administrative Charge: $37.50 per month

Capacity Charges

	Summer			Winter		
	Midday Peak	Shoulder Peak	Off-Peak	Midday Peak	Shoulder Peak	Off-Peak
~~GS~~	~~2.8644¢~~	~~2.8644¢~~	~~2.8644¢~~	~~2.8644¢~~	~~2.8644¢~~	~~2.8644¢~~
~~GP~~	~~2.5202¢~~	~~2.5202¢~~	~~2.5202¢~~	~~2.5202¢~~	~~2.5202¢~~	~~2.5202¢~~
~~GSU~~	~~2.1356¢~~	~~2.1356¢~~	~~2.1356¢~~	~~2.1356¢~~	~~2.1356¢~~	~~2.1356¢~~
~~GT~~	~~1.9043¢~~	~~1.9043¢~~	~~1.9043¢~~	~~1.9043¢~~	~~1.9043¢~~	~~1.9043¢~~
GS	1.3703¢	1.3703¢	1.3703¢	1.3703¢	1.3703¢	1.3703¢
GP	1.1625¢	1.1625¢	1.1625¢	1.1625¢	1.1625¢	1.1625¢
GSU	0.8139¢	0.8139¢	0.8139¢	0.8139¢	0.8139¢	0.8139¢
GT	0.8407¢	0.8407¢	0.8407¢	0.8407¢	0.8407¢	0.8407¢

Energy Charges

	Summer			Winter		
	Midday Peak	Shoulder Peak	Off-Peak	Midday Peak	Shoulder Peak	Off-Peak
~~GS~~	~~5.8929¢~~	~~5.8929¢~~	~~3.5152¢~~	~~4.9074¢~~	~~5.6105¢~~	~~3.1621¢~~
~~GP~~	~~5.6887¢~~	~~5.6887¢~~	~~3.3934¢~~	~~4.7374¢~~	~~5.4162¢~~	~~3.0526¢~~
~~GSU~~	~~5.5291¢~~	~~5.5291¢~~	~~3.2982¢~~	~~4.6045¢~~	~~5.2643¢~~	~~2.9669¢~~
~~GT~~	~~5.5236¢~~	~~5.5236¢~~	~~3.2949¢~~	~~4.5999¢~~	~~5.2590¢~~	~~2.9639¢~~
GS	5.4186¢	5.4186¢	3.2322¢	4.7020¢	5.3758¢	3.0297¢
GP	5.2310¢	5.2310¢	3.1203¢	4.5394¢	5.1898¢	2.9249¢
GSU	5.0842¢	5.0842¢	3.0328¢	4.4121¢	5.0443¢	2.8429¢
GT	5.0791¢	5.0791¢	3.0298¢	4.4076¢	5.0392¢	2.8400¢

RIDER CPP
Experimental Critical Peak Pricing Rider

Midday-peak time shall be noon to 6 p.m. EST, Monday through Friday, excluding holidays.

Shoulder-peak time shall be 6 a.m. to noon and 6 p.m. to 10 p.m. EST, Monday through Friday, excluding holidays.

Holidays are defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Off-Peak shall be all other hours.

RIDER CPP
Experimental Critical Peak Pricing Rider

For billing purposes, the winter rates shall be applicable during each winter billing period as defined in the Electric Service Regulations.~~beginning with service rendered September 1 through service rendered for May 31~~. The summer rates shall apply in all other billing periods.

* With day-ahead notification by the Company, the applicable Midday-Peak CPP Charge shall change to ~~27.6167~~25.4000¢ per kWh for up to 10 days for a period of 6 hours each day, noon to 6 p.m. EST, during the summer as determined by the Company ("Critical Peak Pricing Hours").

METERING:

The customer must arrange for interval metering consistent with the Company's Miscellaneous Charges, Tariff Sheet 75.

NOTIFICATION:

Customers served under this Rider shall be provided notification of Critical Peak Pricing Hours by the Company. Customers shall be provided clock times of the beginning and ending of Critical Peak Pricing Hours. Receipt of notifications of Critical Peak Pricing Hours shall be the sole responsibility of the customer.

Notification of Critical Peak Pricing Hours 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.

TERM:

This Rider shall expire with service rendered through May 31, 2024.~~ 2016 , unless earlier terminated by the Company~~.

A customer may terminate its participation in this Rider, effective with the next scheduled meter reading following at least 12 days notice to the Company by the customer. Customers who withdraw from participation in this Rider may not return to this Rider at any time.

RIDER GEN
Generation Service Rider

APPLICABILITY:

For customers taking the Standard Service Offer electric generation service ("SSO Generation Service") from the Company, the following Standard Service Offer Generation Charges (SSOGC) by rate schedule, will apply, effective for service rendered beginning June 1, ~~2015~~2016, for all kWhs per kWh, unless otherwise noted. For billing purposes, the winter rates shall be applicable during each winter billing period as defined in the Electric Service Regulations.

Capacity costs will be developed based on the results from ~~resulting from~~ annual PJM capacity auctions (including incremental auctions~~the PJM-administered Fixed Resource Requirement auctions conducted in March 2010~~) ~~will be~~ and ~~calculated~~ allocated to each ~~by~~ Company and ~~by~~ tariff schedule based on the average of coincident peaks, including distribution losses, for the months of June through September of the year prior to the applicable PJM delivery year ~~in which the auction occurred~~. The calculated wholesale capacity costs are used to develop capacity charges.

These calculated wholesale capacity costs will be converted to an energy basis and will then be subtracted from the SSO competitive bid process ("CBP")~~CBP~~ results to develop the non-capacity related energy charges.

RATE:

Capacity Charges	Summer	Winter
RS*	~~2.7099~~1.1631¢	~~2.7099~~1.1631¢
GS	~~2.8644~~1.3703¢	~~2.8644~~1.3703¢
GP	~~2.5202~~1.1625¢	~~2.5202~~1.1625¢
GSU	~~2.1356~~0.8139¢	~~2.1356~~0.8139¢
GT	~~1.9043~~0.8407¢	~~1.9043~~0.8407¢
STL	~~0.0000~~0.0000¢	~~0.0000~~0.0000¢
TRF	~~1.2344~~0.8861¢	~~1.2344~~0.8861¢
POL	~~0.0000~~0.0000¢	~~0.0000~~0.0000¢

Energy Charges	Summer	Winter
RS*	~~5.2465~~4.8242¢	~~4.1754~~4.0007¢
GS	~~5.2465~~4.8242¢	~~4.1754~~4.0007¢
GP	~~5.0647~~4.6572¢	~~4.0308~~3.8623¢
GSU	~~4.9226~~4.5265¢	~~3.9177~~3.7540¢
GT	~~4.9177~~4.5220¢	~~3.9138~~3.7502¢
STL	~~5.2465~~4.8242¢	~~4.1754~~4.0007¢
TRF	~~5.2465~~4.8242¢	~~4.1754~~4.0007¢
POL	~~5.2465~~4.8242¢	~~4.1754~~4.0007¢

* Customers participating in the Percentage of Income Payment Plan (PIPP) program shall pay [redacted]¢, for all kWh per kWh, in lieu of the Rate RS Capacity and Energy Charges shown above.

RIDER GEN
Generation Service Rider

TIME-OF-DAY OPTION:

For customers with the appropriate qualifying time-of-day metering and who elect to be served under the Time-Of-Day Option, the charge by rate schedule will be as shown below, for all kWhs, per kWh:

Capacity Charges	Summer			Winter		
	Midday Peak	Shoulder Peak	Off-Peak	Midday Peak	Shoulder Peak	Off-Peak
~~GS~~	~~2.8644¢~~	~~2.8644¢~~	~~2.8644¢~~	~~2.8644¢~~	~~2.8644¢~~	~~2.8644¢~~
~~GP~~	~~2.5202¢~~	~~2.5202¢~~	~~2.5202¢~~	~~2.5202¢~~	~~2.5202¢~~	~~2.5202¢~~
~~GSU~~	~~2.1356¢~~	~~2.1356¢~~	~~2.1356¢~~	~~2.1356¢~~	~~2.1356¢~~	~~2.1356¢~~
~~GT~~	~~1.9043¢~~	~~1.9043¢~~	~~1.9043¢~~	~~1.9043¢~~	~~1.9043¢~~	~~1.9043¢~~
GS	1.3703¢	1.3703¢	1.3703¢	1.3703¢	1.3703¢	1.3703¢
GP	1.1625¢	1.1625¢	1.1625¢	1.1625¢	1.1625¢	1.1625¢
GSU	0.8139¢	0.8139¢	0.8139¢	0.8139¢	0.8139¢	0.8139¢
GT	0.8407¢	0.8407¢	0.8407¢	0.8407¢	0.8407¢	0.8407¢

Energy Charges	Summer			Winter		
	Midday Peak	Shoulder Peak	Off-Peak	Midday Peak	Shoulder Peak	Off-Peak
~~GS~~	~~9.2349¢~~	~~5.8929¢~~	~~3.5152¢~~	~~4.9074¢~~	~~5.6105¢~~	~~3.1621¢~~
~~GP~~	~~8.9149¢~~	~~5.6887¢~~	~~3.3934¢~~	~~4.7374¢~~	~~5.4162¢~~	~~3.0526¢~~
~~GSU~~	~~8.6648¢~~	~~5.5291¢~~	~~3.2982¢~~	~~4.6045¢~~	~~5.2643¢~~	~~2.9669¢~~
~~GT~~	~~8.6562¢~~	~~5.5236¢~~	~~3.2949¢~~	~~4.5999¢~~	~~5.2590¢~~	~~2.9639¢~~
GS	8.4916¢	5.4186¢	3.2322¢	4.7020¢	5.3758¢	3.0297¢
GP	8.1976¢	5.2310¢	3.1203¢	4.5394¢	5.1898¢	2.9249¢
GSU	7.9676¢	5.0842¢	3.0328¢	4.4121¢	5.0443¢	2.8429¢
GT	7.9597¢	5.0791¢	3.0298¢	4.4076¢	5.0392¢	2.8400¢

Midday-peak time shall be noon to 6 p.m. EST, Monday through Friday, excluding holidays.

Shoulder-peak time shall be 6 a.m. to noon and 6 p.m. to 10 p.m. EST, Monday through Friday, excluding holidays.

Holidays are defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Off-Peak shall be all other hours.

A customer may terminate its participation in this time-of-day option at any time effective with the next scheduled meter reading. A qualifying customer may return to the time-of-day option at any time after a hiatus from the time-of-day option of at least one (1) year.

RIDER GEN
Generation Service Rider

METERING:

The customer must arrange for time-of-day metering consistent with the Company's Miscellaneous Charges, Tariff Sheet 75.

RIDER DSE
Demand Side Management and Energy Efficiency Rider

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

APPLICABILITY:

Applicable to any customer that takes electric service under the Company's rate schedules. The following charges will apply, by rate schedule, effective for service rendered beginning January 1, 2016, for all kWhs per kWh:

RATE:	DSE1	DSE2
RS	0.0367¢	0.3429¢
GS	0.0367¢	0.0247¢
GP	0.0367¢	0.0320¢
GSU	0.0367¢	(0.0001)¢
GT	0.0367¢	0.1585¢
STL	0.0367¢	(0.0010)¢
TRF	0.0367¢	0.0058¢
POL	0.0367¢	0.0000¢

PROVISIONS:

1. The DSE1 charges set forth in this Rider recover costs incurred by the Company associated with customers taking service under the Economic Load Response Rider (ELR). ~~and Optional Load Response Rider (OLR).~~

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

RIDER UPDATES:

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

RIDER DSE
Demand Side Management and Energy Efficiency Rider

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

AVOIDABILITY:

1. The DSE1 charges set forth in this Rider are avoidable ~~only~~ for (1) those customers taking service under Rider ELR and ~~Rider OLR~~ (2) a customer, as that term is defined in Section 4928.6610, Revised Code, which elects to opt out of the Company's portfolio plan as that term is defined in Section 4928.6610, Revised Code.

2. The DSE2 charges set forth in this Rider are avoidable for (1) a customer, as that term is defined in Section 4928.6610, Revised Code, which elects to opt out of the Company's portfolio plan as that term is defined in Section 4928.6610, Revised Code and (2) Non-Residential customers who ~~(1)~~ are not taking service under ~~either~~ a unique arrangement (special contract) ~~or the Reasonable Arrangements Rider (RAR) and (2)~~ and meet the criteria of all of paragraphs a) through ~~e~~f) below.

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

a) The customer is a mercantile customer, as that term is defined in Section 4928.01, Revised Code.

~~a)~~b) The customer identifies its capital investments and expenses related to customer-sited ~~advanced energy resource programs, alternative energy programs,~~ demand-response programs, energy efficiency programs or peak demand reduction programs.

~~b)~~c) For consideration of avoidance of this Rider, the customer shall provide sufficient data to illustrate that it has undertaken or will undertake ~~self-directed~~ energy efficiency and/or demand reduction programs that have produced or will produce energy savings and/or peak demand reductions equal to or greater than the statutory benchmarks to which the Company is subject. The energy savings and demand reductions resulting from the customer's ~~self-directed~~ programs shall be calculated using the same methodology used to calculate the Company's energy savings and demand reductions for purposes of determining compliance with statutory benchmarks, including normalization adjustments to the baseline, where appropriate.

~~c)~~d) The customer commits, in writing, its customer-sited capabilities for integration into the Company's portfolio of programs such that the customer-sited capabilities shall assist the Company in satisfying the requirements in Section 4928.66, Revised Code.

~~d)~~e) The customer demonstrates to the satisfaction of the Company that the avoidance of the DSE2 charges shall reasonably encourage the customer to commit its customer-sited capabilities for integration into the Company's portfolio of programs described above.

~~e)~~f) The customer commits to use its best efforts to cooperate with and assist the Company in conjunction with any reviews conducted by a regulatory authority of the Company's efforts to utilize the customer's customer-sited capabilities to satisfy the requirements in Section 4928.66, Revised Code.

RIDER DSE
Demand Side Management and Energy Efficiency Rider

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

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

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

REPORTING REQUIREMENTS:

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

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

CONFIDENTIALITY:

Customer information provided to demonstrate eligibility under this Rider~~-~~, ~~-~~which has been identified as confidential, shall ~~remain~~ be treated as confidential by the Company. The name and address of customers eligible for the schedules, including eligible to avoid the DSE2 charges, shall be public information. The Public Utilities Commission of Ohio and its Staff shall have access to all customer and Company information related to service provided pursuant to this Rider for periodic and random audits.

FAILURE TO COMPLY:

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

RIDER EDR
Economic Development Rider

a. Residential Non-Standard Credit Provision

APPLICABILITY:
Applicable to residential customers taking service under the Company's rate schedule RS to which the Company's Residential Distribution Credit Rider (RDC) applies. This Residential Non-Standard Credit Provision is not applied to customers during the period the customer takes electric generation service from a certified supplier.

RATE:
The following Residential Non-Standard credits are effective for service rendered beginning September 1, 2009, for all kWhs per kWh in excess of 500 kWhs per month which are consumed by the customer during the winter billing periods as defined in the Electric Service Regulations:

Customer rate schedule as of December 31, 2008

Residential Rate "R-02" (Add-On Heat Pump)-Original Sheet No. 11	(1.9000)¢
Residential Rate "R-06" (Space Heating and Water Heating)-Original Sheet No. 13	(1.9000)¢
Residential Rate "R-06a" (Space Heating and Water Heating)-Original Sheet No. 14	(1.9000)¢
Residential Rate "R-04" (Water Heating)-Original Sheet No. 15	(0.5000)¢
Residential Rate "R-04a" (Water Heating)-Original Sheet No. 16	(0.5000)¢
Residential Rate "R-07" (Space Heating)-Original Sheet No. 17	(1.9000)¢
Residential Rate "R-07a" (Space Heating)-Original Sheet No. 18	(1.9000)¢
Residential Rate "R-09" (Apartment Rate)-Original Sheet No. 19	(1.9000)¢
Residential Rate "R-09a" (Apartment Rate)-Original Sheet No. 20	(1.9000)¢

b. Interruptible Credit Provision

APPLICABILITY:
Applicable to all customers ~~who took service under PUCO-approved contracts containing interruptible provisions as of February 1, 2008 and continue to take service based upon the Company's rate schedules GP, GSU, or GT in conjunction with~~ taking service under the Company's Economic Load Response Program Rider (ELR). ~~This Interruptible Credit Provision is not applied to customers during the period the customer takes electric generation service from a certified supplier.~~

RATE:
The following interruptible credits will apply, by rate schedule, effective for service rendered beginning June 1, ~~2011~~2016 by unit of Curtailable Load, as defined in Rider ELR:

GP (per kW)	$ (5.000)
GSU (per kW)	$ (5.000)
GT (per kW)	$ (5.000)

RIDER EDR
Economic Development Rider

c. Non Residential Credit Provision

APPLICABILITY:
Applicable to any customer taking General Service - Transmission (GT), Street Lighting (STL), Traffic Lighting (TRF), and Private Outdoor Lighting (POL) service under the Company's rate schedules. This Non-Residential Credit Provision is not applied during the period a customer takes electric generation service from a certified supplier.

RATE:
The following credits will apply, by rate schedule, effective for service rendered beginning ~~April~~ June 1, 2016, for all kWhs, per kWh:

GT	(0.0000)¢
STL	(0.0000)¢
TRF	(0.0000)¢
POL	(0.0000)¢

d. General Service - Transmission (Rate GT) Provision

APPLICABILITY:
Applicable to any customer taking service under the Company's General Service – Transmission (Rate GT). This provision is not avoidable for customers who take electric generation service from a certified supplier.

RATE:
The following charge will apply, effective for service rendered beginning June 1, 2009:

GT (per kVA of billing demand)	$ 8.000

The following credit will apply, effective for service rendered beginning April 1, 2016:

GT (all kWhs, per kWh)	(1.7975)¢

ADDITIONAL PROVISION:
The charges provided for by Section (d) of this Rider shall be applied to the greater of (i) the measured monthly on-peak demand, or (ii) 25% of the measured monthly off-peak demand. Monthly on-peak demand is defined as the highest thirty (30) minute integrated kVA between the hours of 6:00 a.m. to 10:00 p.m. EST (equivalent to 7:00 a.m. to 11:00 p.m. EDT), Monday through Friday, excluding holidays. Holidays are defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Monthly off-peak demand is defined as the highest thirty (30) minute integrated kVA for all other hours. This provision of Rider EDR is reconciled within this subpart (d) quarterly and is revenue neutral to the Companies.

RIDER EDR
Economic Development Rider

e. Standard Charge Provision

APPLICABILITY:
Applicable to any customer that takes electric service under the Company's rate schedules. This Standard Charge Provision is not avoidable for customers who take electric generation service from a certified supplier.

PURPOSE:
The charges provided for by Section (e) of this Rider recover the difference in revenues resulting from the application of rates in the otherwise applicable rate schedule, and the application of credits in sections (a), (b), and (c), ~~and (f),~~ of this Rider.

RATE:
The following charges will apply, by rate schedule for all kWhs per kWh:

GS	0.1101¢
GP	0.4796¢

f. ~~School Credit~~ Provision expired

~~**APPLICABILITY:**~~
~~Applicable to any public school district building that either: 1) was served under the Company's Energy for Education II program on December 31, 2008, or 2) is a new public school district building in a school district served under the Company's Energy for Education II program on December 31, 2008 of which fifty-percent (50%) or more of the total square footage of such building is used for classroom-related purposes including any such building that is a mobile unit or temporary structure. This School Credit Provision is not applied to customers during the period the customer takes electric generation service from a certified supplier.~~

~~**RATE:**~~
~~All applicable charges specified in Company's Generation Service Rider (GEN) for General Service - Secondary ("Rate GS"), General Service Primary ("GP"), or General Service – Subtransmission ("GSU") rates, shall be reduced by 8.693 percent.~~

RIDER EDR
Economic Development Rider

g. ~~Infrastructure Improvement~~ Provision ~~expired~~

~~APPLICABILITY:~~
~~Applicable to any customer that takes electric service under the Company's rate schedules with the exception of Street Lighting (STL), Traffic Lighting (TRF), and Private Outdoor Lighting (POL). This Infrastructure Improvement Provision is not avoidable for customers who take electric generation service from a certified supplier. Charges will be allocated in the same manner as the revenue was allocated in the Company's last distribution rate case, with the exception that no charges are allocated to the Street Lighting (STL), Traffic Lighting (TRF) and Private Outdoor Lighting (POL) schedules.~~

~~PURPOSE:~~
~~The charges provided for by Section (g) of this Rider recover costs associated with certain economic expansion and new employment in Ohio.~~

~~RATE:~~
~~The following charges will apply, by rate schedule for all kWhs per kWh:~~

~~RS~~	~~0.0795¢~~
~~GS~~	~~0.0468¢~~
~~GP~~	~~0.0177¢~~
~~GSU~~	~~0.0071¢~~
~~GT~~	~~0.0021¢~~

h. Automaker Credit Provision

APPLICABILITY:
Applicable to domestic automaker facilities with more than 45 million kilowatt-hours of consumption for the 12 monthly billing periods ended December 31, 2009 at a single site. This Automaker Credit Provision is available for customers who take electric generation service from a certified supplier.

RATE:
All credits included in Section (h) of this Rider are applied only to usage that exceeds the average of the customer's twelve (12) billing periods ended December 31, 2009 ("Baseline Usage").

~~First 20 percent of kWh's over Baseline Usage, per kWh~~	~~(1.0000)¢~~
All kWh~~'~~s ~~exceeding 20%~~ over Baseline Usage, per kWh	~~(1.2000)¢~~ (1.0000)¢

RIDER EDR
Economic Development Rider

i. Automaker Charge Provision

APPLICABILITY:
Applicable to any customer that takes electric service under the Company's rate schedules with the exception of General Service - Transmission (GT), Street Lighting (STL), Traffic Lighting (TRF), and Private Outdoor Lighting (POL). This Automaker Charge Provision is not avoidable for customers who take electric generation service from a certified supplier.

PURPOSE:
The charges provided for by Section (i) of this Rider recover costs associated with implementation of the Automaker Credit Provision.

RATE:
The following charge will apply effective for service rendered beginning April 1, 2016, for all kWhs per kWh:

Automaker Charge	0.0069¢

RIDER UPDATES:

The charges contained in this Rider shall be updated and reconciled on a quarterly basis. No later than December 1st, March 1st, June 1st and September 1st of each year, the Company will file with the PUCO a request for approval of the Rider charges which, unless otherwise ordered by the PUCO, shall become effective on a service rendered basis on January 1st, April 1st, July 1st and October 1st of each year~~r, beginning October 1, 2011~~. After May 31, ~~2016~~2024, all provisions of this Rider ~~, except for the Infrastructure Improvement Provision – Section (g),~~ shall be used for reconciliation purposes only.

RIDER NMB
Non-Market-Based Services Rider

APPLICABILITY:

Applicable to any customer who receives electric service under the Company's rate schedules. The Non-Market-Based Services Rider (NMB) charge will apply, by rate schedule, effective for service rendered as described below. This Rider is not avoidable for customers who take electric generation service from a certified supplier, unless the customer is a participant in the Rider NMB Opt-Out Pilot Program.

PURPOSE:

The ~~Non-Market-Based Services~~ Rider (NMB~~)~~ will recover non-market-based costs, fees or charges imposed on or charged to the Company by FERC, the State of Ohio, ~~or~~ a regional transmission organization, independent transmission operator, transmission owner, or similar organization approved by FERC or the PUCO, and any other non-market-based charges impacting both CRES and SSO Suppliers where such charges and credits generally fall into the following non-market-based related categories (i) PJM charges and credits for service including, but not limited to, procuring transmission services, transmission enhancement, uplift charges, generation deactivation, and out-of-market bilateral settlements ~~including, but not limited to: (i) PJM Interconnection, L.L.C. ("PJM") charges assessed under Schedule 1 (Scheduling, System Control and Dispatch Service), Schedule 1A (Transmission Owner Scheduling, System Control and Dispatch Services), Schedule 2 (Reactive Supply and Voltage Control from Generation or Other Sources Services), "Network Integration Transmission Service (NITS)" under the PJM Agreements, Schedule 11 (Transitional Market Expansion Charge) and Schedule 12 (Transmission Enhancement Charge) of the PJM Tariff,~~ and (ii) Midwest Independent Transmission System Operator, Inc. ("MISO") Transmission Expansion Plan (MTEP) charges assessed under Schedule 26 of the MISO Tariff, whether assessed directly by MISO, PJM or American Transmission Systems, Incorporated. The current list of the PJM-related non-market-based costs, fees or charges is included in the Company's Electric Generation Supplier Coordination Tariff and the Company's Master Supply Agreement with SSO Suppliers and is subject to Rider NMB updates as described herein.

Rider NMB may be updated to include: 1) any current ~~to account for changes in existing non-market-based~~ costs, fees, ~~or~~ charges or credits that were not previously classified as non-market-based, ~~and~~ or 2) ~~to include~~ any ~~non-market-based~~ new costs, fees, ~~or~~ charges or credits or modification to current costs, fees, charges or credits that were not ~~yet~~ in effect as of August 4, 2014 but were ~~on the effective date of this Rider and/or otherwise~~ imposed on or charged ~~to the Company~~ by FERC, the State of Ohio, ~~or~~ a regional transmission organization, independent transmission operator, or similar organization approved by FERC.

RATE:

The NMB charge for each rate schedule shall be calculated as follows:

$$NMB = \left[\frac{NMBC - E}{BU}\right] x \left[\frac{1}{1 - CAT}\right]$$

Where:

RIDER NMB
Non-Market-Based Services Rider

NMBC = The amount of the Company's total projected Non-Market-Based Services-related costs for the Computation Period, allocated to each rate schedule.

The Computation Period over which NMB will apply shall be for a 12 month period beginning no later than 75 days after filing, which will be no later than January 15th of each year.

E = Starting June 1, 2012, any net over- or under-collection of the Non-Market-Based Services-related costs, including applicable interest, invoiced during the period from June 1, 2011 to March 31, 2012, allocated to rate schedules. Thereafter, E will be calculated for the 12-month period immediately preceding the Computation Period.

BU = Forecasted billing units for the Computation Period for each rate schedule.

CAT = The Commercial Activity Tax rate as established in Section 5751.03 of the Ohio Revised Code.

NMB charges:

RS (all kWhs, per kWh)	0.9613¢
GS* (per kW of Billing Demand)	$2.9968
GP* (per kW of Billing Demand)	$3.6955
GSU (per kVa of Billing Demand)	$3.5615
GT (per kVa of Billing Demand)	$3.7252
STL (all kWhs, per kWh)	0.0000¢
TRF (all kWhs, per kWh)	0.7690¢
POL (all kWhs, per kWh)	0.0000¢

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

RIDER UPDATES:

The charges contained in this Rider shall be updated and reconciled on an annual basis. The Company will file with the PUCO a request for approval of the Rider NMB charges no later than January 15th of each year, which ~~,~~ shall become effective on a service rendered basis no later than 75 days after filing, unless otherwise ordered by the Commission.

RIDER RGC
Residential Generation Credit Rider

APPLICABILITY:

Applicable to any customer taking service under Rate Schedule RS who took service from the Company under one of the following rate schedules as of January 1, 2007, or any subsequent customer at that same service address, who continues to comply with the requirements of the previously applicable rate schedule set forth below, and who uses electricity as their primary or sole source of heat at that address:

RGC1

Residential Rate "R-02" (Add-On Heat Pump)	Original Sheet No. 11
Residential Rate "R-06" (Space Heating and Water Heating)	Original Sheet No. 13
Residential Rate "R-06a" (Space Heating and Water Heating)	Original Sheet No. 14
Residential Rate "R-07" (Space Heating)	Original Sheet No. 17
Residential Rate "R-07a" (Space Heating)	Original Sheet No. 18

RGC2

Residential Rate "R-09" (Apartment Rate)	Original Sheet No. 19
Residential Rate "R-09a" (Apartment Rate)	Original Sheet No. 20

This Residential Generation Credit Rider (RGC) credit is effective for service rendered beginning October 31 through March 31, for kWhs consumed by the customer during each ~~winter~~ such billing period~~, as defined in the Electric Service Regulations~~. This Rider is not avoidable for customers who take electric generation service from a certified supplier.

RATE:	RGC1*	RGC2**
RGC credit	(1.0500)¢	(1.6700)¢

* Will apply for all kWhs in excess of 2,000 kWhs, per kWh
** Will apply for the first 2,000 kWhs, per kWh

ADDITIONAL PROVISION:

Any customer taking service under Rate Schedule RS who took service from the Company under one of the above rate schedules as of January 1, 2007, or any subsequent customer at that same service address, who continues to comply with the requirements of the previously applicable rate schedule set forth above, and who takes electric generation service from a certified supplier, will have generation charges ~~shall be~~ reduced by 1.90¢ per kWh for all kWhs in excess of 500 kWhs consumed by the customer during each winter billing period as defined in the Electric Service Regulations.

P.U.C.O. No. S-2



ELECTRIC GENERATION
SUPPLIER COORDINATION TARIFF

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DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS

Ancillary Services – shall have the meaning as set forth in the Transmission Provider OATT.

ATSI – American Transmission Systems, Inc.

Bad Credit – a Certified Supplier has Bad Credit if it is insolvent (as evidenced by a credit report prepared by a reputable credit bureau or credit reporting agency or public financial data showing liabilities exceeding assets or generally being unable to pay debts as they become due) or has failed to pay Company invoices when they become due on one or more occasions within the last thirty-six billing cycles.

Billing Cycle – the time frame between two regularly scheduled meter readings. Customer meter readings are obtained on a regular schedule, which is managed by the Company.

Bill Ready – when a Certified Supplier that employs the Consolidated Billing option calculates its Customer's charges and provides the Company the Customer's Certified Supplier charges to be billed.

Certified Supplier - is an Electric Generation Supplier that has received final certification from the Commission pursuant to Ohio Revised Code Section ("R.C.") 4928.08 to provide Competitive Retail Electric Service and has received written notification of registration pursuant to Section V.E herein.

Charge - any fee or charge that is billable by the Company to a Certified Supplier under this Tariff, including any Coordination Services Charge.

Commission or **The Commission** - the Public Utilities Commission of Ohio.

Company – The Toledo Edison Company.

Competitive Retail Electric Service - retail electric generation, aggregation, power marketing, and power brokerage services supplied to Customers of the Company.

Consolidated Billing – a billing service where the Company bills for both the Regulated Utility Charges as well as the Certified Supplier's charges, unless otherwise provided in the Company's tariff.

Coordinated Certified Supplier – a Certified Supplier who has appointed a Scheduling Coordinator as its designated agent for certain Coordination Services.

Coordination Activities - all activities related to the provision of Coordination Services.

Coordination Agreement – an agreement between the Company and an EGS or Certified Supplier that arranges for the provision of Coordination Services pursuant to this Tariff.

Coordination Obligations - all obligations identified in this Tariff relating to the provision of Coordination Services.

Coordination Services - those services that permit the interface and coordination between a Certified Supplier and the Company in connection with the delivery of Competitive Retail Electric Service to serve Customers located within the Company's service territory including, but not limited to, distribution losses. Coordination Services do not include Network Integration Transmission Service, Ancillary Services (offered under the Transmission Provider OATT), and transmission losses.

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS

Coordination Services Charges - all charges stated in the Charges section of this Tariff that are billed by the Company (on behalf of itself or any FirstEnergy affiliate or subsidiary) for Coordination Services performed hereunder.

Creditworthiness – For the purpose of determining the ability of the Certified Supplier to meet its obligations related to service hereunder, the Company may require reasonable credit review procedures. This review shall be made in accordance with standard commercial practices. In addition, the Company may require the Certified Supplier to provide and maintain in effect during the term of the Coordination Agreement an unconditional and irrevocable letter of credit as security to meet its responsibilities and obligations under this Tariff, or an alternative form of security proposed by the Certified Supplier and acceptable to the Company and consistent with commercial practices established by the Uniform Commercial Code that protects the Company against the risk of non-payment and default of the Certified Suppliers.

Customer - any person, partnership, association, or corporation receiving Competitive Retail Electric Service from a Certified Supplier.

DASR (Direct Access Service Request) – an electronic form of communication that shall be exchanged between the Company and a Certified Supplier.

Electronic Data Interchange ("EDI") – guidelines that represent the standard electronic communication method for exchanging data between the Company and Certified Supplier.

Electric Generation Supplier ("EGS") - all of the entities set forth in R.C. 4928.08(A) and (B) that have not received either certification by the Commission or written notification of registration pursuant to Section V.E herein.

Electric Service Regulations - The Company's Electric Service Regulations in effect as approved by the Public Utilities Commission of Ohio.

FERC - the Federal Energy Regulatory Commission.

FirstEnergy ("FE") – the parent company of The Cleveland Electric Illuminating Company, Ohio Edison Company, The Toledo Edison Company, among other companies.

FirstEnergy ("FE") Ohio Zone – The aggregate load zone, named "FE Ohio Zone" in PJM, represented by the combined service territories of The Cleveland Electric Illuminating Company, Ohio Edison Company, and The Toledo Edison Company.

FirstEnergy ("FE") System Control Center ("FE-SCC") - the control center for the FE Ohio Zone or its successor.

Generation Attribute Tracking System (GATS) – PJM-EIS System, or a successor system, used for the purposes of tracking compliance with multiple state alternative energy compliance standards.

Interest Index - an annual interest rate determined by the average of 1-Year Treasury Bills for September, October and November of the previous year.

Interval Meter – an electricity meter which records an end-use Customer's electric usage for defined intervals (e.g., 15 minutes, half-hour, hour, etc.), allowing the possibility for consumption during different time periods to be billed at different rates and providing a means for a Customer's load pattern to be analyzed.

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS

Market Participant – shall have the meaning as set forth in the Transmission Provider OATT.

Meter Data Coordinator – is designated the responsibility to submit aggregated kWh and kW meter data to the market to facilitate Regional Transmission Organization financial market settlements.

Meter Read Date - the date on which the Company schedules a meter to be read for purposes of producing a customer bill in accordance with the regularly scheduled billing cycles of the Company as the same may be modified from time to time.

Network Integration Transmission Service – network integration transmission service provided under the Transmission Provider OATT.

Network Integration Transmission Service Charge - charges specified in the Transmission Provider OATT for Network Integration Transmission Service.

North American Energy Industry Standards Board ("NAESB", formerly known as the Gas Industry Standards Board, "GISB") – The Board which sets standards associated with the electronic method of communication for data transfer that allows information to be sent and received electronically using the Internet. This method must meet the following minimum criteria:

- Security and/or encryption of transactions and customer information.
- Proof of transmission and receipt.
- Positive identity of sender and recipient (non-repudiation).
- Reliability.
- Data and file integrity.
- Network performance and availability
- Recoverability and archiving of data.

Ohio Electronic Working Group ("OEWG") – Commission group developing standardized formats and methodology for exchanging information electronically.

Open Access Same-Time Information System ("OASIS") – shall have the meaning as set forth in the Transmission Provider OATT.

Rate Ready – when a Certified Supplier which employs Consolidated Billing provides the Company rate calculations in which the Company calculates the Customer's Certified Supplier charges to be billed.

Regulated Utility Charges - utility charges for noncompetitive retail electric services including, but not limited to, tariffed transmission and distribution and generation services that are under the jurisdiction of the Commission.

Schedule – a schedule for the delivery of energy for the benefit of retail Customers, prepared by the Certified Supplier or its designated Scheduling Coordinator and submitted to and in the format prescribed by the Transmission Provider.

Scheduling Coordinator – an entity that performs one or more of a Certified Supplier's Coordination Obligations.

Standard Service Offer Supply – Full requirements ~~energy~~ generation product (including energy and capacity) for Customers that are not taking generation service from a Certified Supplier but rather are taking generation service from the Company.

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS

Tangible Net Worth – total assets less intangible assets and total liability. Intangible assets include benefits such as goodwill, patents, copyrights and trademarks.

Tariff – The Electric Generation Supplier Coordination Tariff.

Transmission Provider – The PJM Interconnection LLC. or its successor organization.

Transmission Provider Open Access Transmission Tariff ("Transmission Provider OATT") – the PJM OATT (or its successor which may be through a successor organization) on file with the FERC. Further, the Transmission Provider OATT references specific characteristics that differentiate the FE Ohio Zone from other load zones in the PJM.

Value Added Network ("VAN") – a data transfer network that allows information to be sent and received electronically using an electronic mailbox.

RULES AND REGULATIONS

I. THE CERTIFIED SUPPLIER TARIFF

A. Filing And Posting

A copy of this Tariff, which comprises the Charges, Rules and Regulations and Coordination Agreement under which the Company will provide Coordination Services to Certified Suppliers, is on file with the Commission ~~and is posted and open to inspection at the offices of the Company during regular business hours~~. A copy of this Tariff is available at the Company's website www.firstenergycorp.com.

B. Revisions

Subject to Section II.B, this Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with law, and such changes, when effective, shall have the same force as the present Tariff.

C. Application

This Tariff's provisions apply to all Certified Suppliers providing Competitive Retail Electric Services to Customers located in the Company's service territory, including an affiliate or division of the Company that provides Competitive Retail Electric Services, and with whom the Company has executed a Coordination Agreement as required herein. An EGS which has failed to receive certification as a Certified Supplier by the Commission is not lawfully permitted to supply customers with Competitive Retail Electric Service. The obligations and charges herein shall apply as well to anyone providing or receiving service unlawfully or to any unauthorized or fraudulent provision or receipt of Coordination Services in addition to any other remedies available to the Company.

D. Rules and Regulations

The Rules and Regulations, filed as part of this Tariff, are a part of every Coordination Agreement entered into by the Company pursuant to this Tariff and govern all Coordination Activities. The obligations imposed on Certified Suppliers in the Rules and Regulations apply as well to anyone receiving service unlawfully or to any unauthorized or fraudulent receipt of Coordination Services in addition to any other remedies available to the Company.

E. Statement By Agents

No Company representative has authority to modify a Tariff rule or provision, or to bind the Company by any promise or representation contrary thereto or inconsistent therewith.

RULES AND REGULATIONS

II. SCOPE AND PURPOSE OF TARIFF

A. Scope and Purpose of Tariff

This Tariff sets forth the basic requirements for interactions and coordination between the Company and Certified Suppliers necessary for ensuring the delivery of Competitive Retail Electric Service from Certified Suppliers to their Customers.

B. FERC Jurisdictional Matters

The inclusion of FERC-jurisdictional matters within the scope of this Tariff is intended solely for informational purposes and is not intended to accord any jurisdictional authority over such matters to the Public Utilities Commission of Ohio. Furthermore, to the extent that anything stated herein is found by FERC to conflict with or to be inconsistent with any provision of the Federal Power Act ("FPA"), as amended, now and in the future, or any rule, regulation, order or determination of FERC under FPA, then such FERC rule, regulation, order or determination of FERC shall control. To the extent required under any provision of the FPA, or any rule, regulation, order or determination of FERC under the FPA, the Company shall endeavor to secure, from time to time, all necessary orders, approvals, and determinations from FERC necessary to implement this Tariff.

RULES AND REGULATIONS

III. COORDINATION OBLIGATIONS

A. Provision of Coordination Services

The Company shall provide all Coordination Services specified in this Tariff and necessary for the delivery of a Certified Supplier's Competitive Retail Electric Services to serve customers located within the Company's certified service territory.

B. Timeliness and Due Diligence

The Company and Certified Suppliers shall exercise due diligence in meeting their obligations and deadlines under this Tariff and the Transmission Provider OATT so as to facilitate supply of Competitive Retail Electric Service to Customers.

C. Duty of Cooperation

The Company and Certified Supplier will cooperate in order to ensure delivery of Competitive Retail Electric Service to Customers as provided for by this Tariff, the Electric Service Regulations, and the Transmission Provider OATT.

D. State Certification

Certified Supplier must have and maintain in good standing a certificate from the Commission as a Certified Supplier. The Certified Supplier shall notify the Company within three (3) business days of any amendment, revocation, termination or other change in its Certification.

E. Energy and Capacity Procurement

A Certified Supplier must make all necessary arrangements for supply and delivery of capacity and energy in a quantity sufficient to serve its own Customers. In the event the Certified Supplier fails to supply sufficient capacity and energy to serve its Customers, the Certified Supplier shall be responsible for payment for such capacity and energy as provided in Section XV of this Tariff (RTO Settlements) and all other applicable sections of this Tariff. Appendix A of this Tariff outlines charges the Certified Suppler and the Company are responsible for including those charges related to Energy and Capacity.

F. Transmission Service

The Company will be responsible for the financial settlement of non-market based transmission related services charges on behalf of the Certified Supplier who is taking transmission service to serve customers. The Transmission Provider will shift the financial settlement from the Certified Supplier to the Company but does not relieve the Certified Supplier of any other obligations and requirements related to transmission service – either process or otherwise the Certified Supplier is responsible for under the Transmission Provider OATT. Appendix A of this Tariff outlines charges the Certified Suppler and the Company are responsible for including those charges related to transmission service.

RULES AND REGULATIONS

IV. COMPANY AND CERTIFIED SUPPLIER OBLIGATIONS (GENERAL TERMS)

A. Multiple Certified Suppliers

Only one Certified Supplier shall provide Competitive Retail Electric Service to a specific Customer's Account during any given Billing Cycle, unless otherwise provided by the Company's tariff.

B. Partial Competitive Retail Electric Service

A Customer's Account is not permitted to have partial Competitive Retail Electric Service. The Certified Supplier shall be responsible for providing the total energy consumed by the Customer's Account during any given Billing Cycle, unless otherwise provided by the Company's tariff.

C. Consolidated Scheduling

Schedules may be combined to the extent allowed by the Transmission Provider OATT.

D. Transmission Services and Obligations

1. A Certified Supplier is responsible for arranging, procuring and taking those services provided by the Transmission Provider that are necessary for the delivery of Competitive Retail Electric Services to its Customers pursuant to the Transmission Provider OATT and this Tariff.
2. The Company and the Certified Supplier are responsible for paying for certain Transmission Services, as described in ~~Attachment~~ Appendix A of this Tariff.
3. Failure to obtain sufficient Network Integration Transmission Service and Ancillary Services will result in a suspension of the Certified Supplier's registration until resumption of such services by the Certified Supplier occurs.

E. Energy Scheduling

A Certified Supplier must make all necessary arrangements for scheduling the delivery of energy with the Transmission Provider.

F. Reliability Requirements

A Certified Supplier shall satisfy those applicable reliability requirements issued by the Commission, Transmission Provider, or any other governmental agency or North American Electric Reliability Corporation (NERC) or regional reliability council or their successor who has authority over the Certified Supplier.

G. Supply of Data

Upon reasonable request, a Certified Supplier and the Company shall supply to the other all data, materials or other information specified in this Tariff, or otherwise reasonably required by the Certified Supplier or Company in connection with the provision of Coordination Services, in a timely manner.

RULES AND REGULATIONS

H. Communication Requirements - A Certified Supplier shall implement:

1. A VAN and a single EDI file transfer protocol, as determined by the Company. Both data transfer methods must meet the minimum criteria of, and be endorsed by, the Company.

2. Internet Access. A Certified Supplier shall have appropriate software for access to the Company's secure internet site for file viewing, uploads and downloads.

I. Payment Obligation

The Company's provision of Coordination Services to a Certified Supplier is contingent upon the Certified Supplier's payment of all charges provided for in this Tariff and the Transmission Provider OATT.

J. Record Retention

A Certified Supplier and the Company shall comply with all applicable laws and the Commission rules and regulations for record retention.

K. Load Shedding and Curtailments

~~**1.** Transmission service shall be provided pursuant to the Transmission Provider OATT. The Certified Supplier shall accept the Transmission Provider determination that an emergency exists and will comply with all Transmission Provider directives issued pursuant to the Transmission Provider OATT.~~

~~**2.** The Certified Supplier shall require its Customer to shed load to rectify any imbalance it has created in failing to meet its Schedule in the event that the Transmission Provider is unable to secure energy/capacity. The Transmission Provider shall use reasonable commercial efforts to supply the load of the Certified Supplier's customers. The Certified Supplier shall curtail its schedule to rectify any imbalance between its actual load and its lesser schedule in the event that the Transmission Provider is unable to secure energy and or capacity to supply that difference in load.~~

~~**3.** **Emergency shutoff**. The Transmission Provider has the right to curtail a Certified Supplier's schedule in order to maintain system integrity or to otherwise prevent the occurrence of a system emergency or to rectify the occurrence of a system emergency. The Transmission Provider has the right to require re-dispatching of generation resources in accordance with the Transmission Provider OATT, Section 33, Load Shedding and Curtailments or its successor provision to relieve an existing or potential system emergency.~~

~~The Certified Supplier shall allow and accommodate for Customers served by the Certified Supplier to participate in demand response programs offered at the RTO as well as by the Company.~~

Customers in the Company's service territory are subject to curtailment pursuant to the Company's Electric Service Regulations. The Certified Supplier shall allow and accommodate for Customers to participate in curtailment programs offered through the Transmission Provider or by the Company. In all cases, the Certified Supplier shall accept the determination by the Transmission Provider or the Company that an emergency exists and will comply with all applicable directives. In instances where a Customer is participating in a curtailment program directly with a Certified Supplier, compliance with all applicable directives shall be addressed between the Certified Supplier and the Customer.

RULES AND REGULATIONS

V. SUPPLIER REGISTRATION AND PARTICIPATION REQUIREMENTS

A. Registration Process

The Company shall approve or disapprove the EGS registration within thirty (30) calendar days of receipt of complete registration information from the supplier. The thirty (30) day time period may be extended for up to thirty (30) days for good cause shown, or until such other time as is mutually agreed to by the EGS and the Company.

The approval process shall include, but is not limited to: successful completion of the credit requirements and receipt of the required collateral if any by the Company, executed EDI Trading Partner Agreement and Certified Supplier Service Agreement, payment and receipt of any supplier registration fee and completion of EDI testing for applicable transaction sets necessary to commence service.

B. Registration for Coordination Services

An EGS seeking to obtain Coordination Services hereunder must deliver to the Company a completed registration, consisting of the following:

1. a Coordination Agreement fully executed in triplicate by a duly authorized representative of the EGS;
2. a service agreement for Network Integration Transmission Service under the Transmission Provider OATT fully executed in triplicate by a duly authorized representative of the EGS;
3. a completed Market Participant Agreement as defined under the Transmission Provider OATT, fully executed by a duly authorized representative of the EGS;
4. the EGS's Ohio sales tax identification number;
5. a copy of the EGS's certification issued by the Commission to provide Competitive Retail Electric Services to the Company's retail Customers;
6. a copy of the EGS's application submitted to the Commission to apply for its certificate;
7. a credit history form, available from the Company, fully completed in duplicate;
8. for Customers that have elected the ~~one-bill~~Rate Ready billing option, a copy of the Certified Supplier's rate schedule must be provided to the Company, which will seek to implement such rate schedule within two weeks, but in no event longer than 90 days of receipt. The Company reserves the right to limit the number of rates per Certified Supplier;
9. the EGS must demonstrate to the Company's satisfaction that its Electronic Data Interchange ("EDI") is fully functional and capable of performing the necessary data transference functions required to supply the Company with data necessary to operate its business;
10. a service agreement for Electronic Data Interchange Trading Partner fully executed in triplicate by a duly authorized representative of the EGS;
11. a completed Supplier Communications Details form (available on the Company's website);
12. a completed W-9 Form; and
13. banking information (Bank Name, Routing Number, and Account Number) provided on Company letterhead with a signature.

C. Incomplete Registrations

In the event the EGS fails to provide all of the information specified in Section V.B, the Company shall provide written notice to the EGS of the registration's deficiencies within ten (10) calendar days after the Company's receipt of the registration. The Company will not process an incomplete registration until the EGS corrects the deficiencies and delivers a completed registration to the Company.

RULES AND REGULATIONS

D. Grounds for Rejecting Registration

The Company may reject a registration for Coordination Services on any of the following grounds:

1. the EGS has undisputed outstanding debts to the Company arising from its previous receipt of Coordination Services from the Company;
2. the EGS has failed to comply with payment and billing requirements specified in Section XII of this Tariff;
3. the Company has provided written notice to the EGS that a registration is incomplete and the EGS has failed to submit a completed registration within thirty (30) calendar days of deficiency notification;
4. the EGS has been rejected by the Company as not being creditworthy;
5. the EGS has failed to comply with all applicable requirements of the Transmission Provider OATT for its registration to be accepted as complete;
6. the EGS has failed to execute an EDI Trading Partner Agreement, and/or has not completed EDI testing for applicable transaction sets necessary for the commencement of service; or
7. failure to meet requirements of Section V.B.

E. Approval of Registration

Upon its approval of a registration for Coordination Services, the Company shall execute the Coordination Agreement tendered by the registrant and shall provide one copy to the EGS and maintain a copy for its own records. The Company shall send written notification of approval of registration to the EGS and the Commission.

F. Identification Numbers

Upon its approval of a registration for Coordination Services, the Company will use the assigned EGS identification number in subsequent electronic information exchange between the EGS and the Company. In addition, the Company may also assign to the EGS identification numbers that may be required by the FE-SCC in connection with the submission and/or confirmation of load schedules for serving load in the Company's service territory.

G. Commencement of Coordination Services

Coordination Services shall commence within thirty (30) business days after the Commission issues its certification following the Company's approval of an EGS's registration for Coordination Services, provided that all of the information necessary for the Company to provide Coordination Services has been provided to the Company. Following certification by the Commission and registration with the Company, the EGS is considered a Certified Supplier, subject to compliance with this Tariff and the Commission's continuing authority.

RULES AND REGULATIONS

VI. CREDIT REQUIREMENTS

The Company will apply, on a non-discriminatory and consistent basis, reasonable financial standards to assess and examine an EGS's creditworthiness. These standards will take into consideration the scope of operations of each EGS and the level of risk to the Company. This determination will be aided by appropriate data concerning the EGS, including load data or reasonable estimates thereof, where applicable.

The Company requires an initial credit amount of $250,000 for an EGS and shall adjust the amount required commensurate with the financial risks placed on the Company by an EGS, including required recognition of an EGS's performance. An EGS shall satisfy its creditworthiness requirement and receive an unsecured credit limit which will be a maximum of 5% of a Supplier's Tangible Net Worth by demonstrating that it has, and maintains, investment grade senior unsecured debt credit ratings (or if unavailable, corporate issuer credit ratings) from any two of the following three rating agencies:

AGENCY	CREDIT RATING
Standard & Poors	BBB- or higher
Moody's Investors' Services	Baa3 or higher
Fitch	BBB- or higher

The EGS will provide the Company with its or its parent's most recent independently-audited financial statements, (if applicable) and, its or its parent's most recent Form 10-K and Form 10-Q (if applicable).

The Company shall make reasonable alternative credit arrangements with an EGS that is unable to meet the aforementioned criteria and with those EGSs whose credit requirements exceed their allowed unsecured credit limit. The EGS may choose from any of the following credit arrangements in a format acceptable to the Company: a guarantee of payment from a parent company that meets the credit requirements for unsecured credit limit; an irrevocable Letter of Credit; a cash deposit; or other mutually agreeable security or arrangement. The fact that a guarantee of payment, irrevocable Letter of Credit, a cash deposit is provided by a party other than the Certified Supplier shall not be a factor in the determination of the reasonableness of any alternative credit arrangement, as long as such party and the related credit arrangements meet the Company's standard credit requirements. The amount of the security required must be and remain commensurate with the financial risks placed on the Company by that EGS, including recognition of that EGS's performance.

The Company will make available on request its credit requirements. An EGS may appeal the Company's determination of credit requirements to the Commission or seek Staff mediation as to any dispute.

The aforementioned credit requirements apply with the same force and effect to Certified Suppliers.

RULES AND REGULATIONS

VII. CUSTOMER ENROLLMENT PROCESS

A. Pre-Enrollment Customer Information List

Upon request, the Company will electronically provide to any Certified Supplier the most recent Customer information list. The Certified Supplier will pay the Company $150.00 per list for providing the list to the Certified Supplier.

The Customer information list will be updated quarterly. Once the list has been updated, a Certified Supplier ~~may~~ shall not use a Customer information list from a prior quarter to contact Customers, but Certified Suppliers shall not be required to purchase subsequent lists.

The Company will provide each Customer the option to have all of each Customer's information listed in the section below removed from the Customer information list. At the same time the Company will also provide Customers the option to have all Customer's information listed below reinstated on the Customer information list. The Customer will be notified of his or her options quarterly.

When available, ~~T~~the following information will be provided on the Customer information list for each Customer who has not requested that all information be removed from this list:

i) End-use Customer name;
ii) Service address;
iii) Service city;
iv) Service state and zip code;
v) Mailing address;
vi) Mailing city;
vii) Mailing state and zip code;
viii) Rate schedule under which service is rendered, including class and sub-class (if applicable);
ix) Rider indicator (if applicable);
x) Load profile reference category;
xi) Meter number and type (will provide information that is readily available);
xii) Interval Meter data indicator (will provide information that is readily available);
xiii) Budget bill / Percentage of Income Payment Plan (PIPP) program indicator;
xiv) Meter ~~read~~ Read ~~cycle~~Cycle;
xv) Most recent twelve (12) months of historical consumption data (actual energy usage plus demand, if available);
xvi) Current and future Peak Load Contribution (PLC)~~-~~ value ~~(capacity peak obligation)~~;
xvii) Effective date of PLC value;
xviii) Current and future Network Service Peak Load (NSPL) value ~~(transmission peak obligation)~~;
xix) Effective date of NSPL value;
xx) Service voltage; and
xxi) Net metering indicator.

The Company will provide the Customer information list by either a compact disc or on a designated website. The information will be prepared and distributed in a uniform and useable format that allows for data sorting. Customers participating in the ~~percentage of income payment plan (~~PIPP~~)~~ program are not eligible to take service from a Certified Supplier and therefore are not included on the Customer information list. These Customers will be coordinated exclusively through the PIPP program administered by the Ohio ~~Department of~~ Development Services Agency and pursuant to any orders issued by the Commission.

RULES AND REGULATIONS

B. Certified Supplier Requests for Customer Information

Certified Suppliers may request historical Interval Meter data after receiving the appropriate Customer authorization. The Interval Meter data will be transferred in a standardized format and sent to the Certified Supplier and will include twelve months of data. The Certified Supplier will be responsible for the costs incurred to prepare and send such data per the Schedule of Fees and Charges attached hereto.

C. Direct Access Service Requests (DASRs)

Enrollment of Customers is done through a DASR, which may be submitted only by a Certified Supplier.

DASRs will be effective on the next Meter Read Date provided that it is received by the Company at least twelve (12) calendar days before the next Meter Read Date, unless otherwise provided in the Company's tariff.

All DASRs will be submitted to the Company no more than thirty (30) calendar days prior to the scheduled Meter Read Date when the Certified Supplier desires the switch to occur, unless otherwise agreed upon by the parties. The Company will process all valid DASRs and send the Customer confirmation within two business days. Simultaneous with the sending of the notice to the Customer, the Company will electronically advise the Certified Supplier of acceptance. Notice of rejection of the DASR to the Certified Supplier shall be sent in one business day, if possible, but in no event later than four (4) calendar days, and include the reasons for the rejection. The Company shall provide a rescission period as provided by the Commission's rules. If the Customer rescinds, the Company shall send a drop notice to the Certified Supplier. In the event of Customer rescission, the previous Certified Supplier will continue to serve the Customer under the same terms and conditions.

Enrollments will be processed on a "first in" priority basis based on the received date, and using contract date as the tie-breaker. Any subsequent enrollment DASRs received within the same Billing Cycle will be rejected and returned to the Certified Supplier who submitted the DASR.

To participate in the Customer Choice Program, a Customer must have an active electric service account with the Company. After the electric service account is active, a Certified Supplier may submit a DASR as described herein.

D. Certified Supplier Selection

The Certified Supplier will obtain appropriate authorization from the Customer, or from the person authorized, per Commission requirements, to act on the Customer's behalf, indicating the Customer's choice of the Certified Supplier. The authorization must provide the customer's name, address, and account number. It is the Certified Supplier's responsibility to maintain records of the Customer's authorization in order to provide documented evidence of authorization to the Company and the Commission.

A Customer may have only one firm power Certified Supplier for any billing month for each customer account with the Company. For each customer account with the Company, a Customer may not split non-interruptible generation supply between two Certified Suppliers or between the Company's Standard Service Offer Supply and service by a Certified Supplier during a billing month. No Customer shall be provided with Competitive Retail Electric Services by more than one Certified Supplier during the same billing month for each customer account.

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If a Customer contacts the Company to request initial service from a Certified Supplier or to request a change of Certified Supplier, the Company will inform the Customer that the Certified Supplier must be contacted directly with the request.

If a Customer contacts the Company to discontinue electric service the Company will notify the current Certified Supplier via an EDI drop transaction of the Customer's discontinuance of service for that location.

If the Company elects to change the account number for a Customer receiving Competitive Retail Electric Service from a Certified Supplier, the Company will notify the Certified Supplier of the change in account number at the same Customer location.

Certified Supplier selection and switching by Customers shall occur in accordance with the Direct Access procedures contained in this Tariff and the Company Tariff and Commission rules.

If a Customer contacts a new Certified Supplier to request a change of Certified Supplier and the new Certified Supplier agrees to serve the Customer, the Customer's new Certified Supplier shall obtain appropriate authorization from the Customer, or person authorized to act on the Customer's behalf, indicating the Customer's choice of Certified Supplier. It is the Certified Supplier responsibility to maintain records of the Customer's authorization, in accordance with the law and Commission rules, in the event of a dispute in order to provide documented evidence of authorization to the Company or the Commission.

The Customer's new Certified Supplier shall also submit the Customer's enrollment information using the EDI 814 transaction. Upon receipt of the 814 enrollment transaction from the Certified Supplier, the Company will automatically confirm receipt of the file. Within three (3) business days of receipt of the 814 enrollment transaction, the Company will validate the records contained in the file, and will provide an 814 enrollment response.

If a Customer contacts the Company to request a change of its Certified Supplier, the Company shall notify the Customer that the selected Certified Supplier must be contacted directly by the Customer in order to initiate the change.

If a Certified Supplier wishes to obtain from the Company confidential Customer-specific information about a Customer with whom it is discussing the possibility of providing Competitive Retail Electric Service, the Company will only provide such information after receiving written Customer authorization from the requesting Certified Supplier.

If a Customer contacts the Company to request a change of Certified Supplier to the Company's Standard Service Offer Supply, the Company will process the request as follows. The Company will send the Customer a confirmation letter notifying the Customer of the right to rescind. If the Customer does not contact the Company within seven (7) days of the date on the confirmation letter, then the Company will process the request. The request will be effective as of the next scheduled Meter Read Date and the Company will become the supplier of record for delivery provided that: (1) the Company has received at least twelve (12) days prior notice from the Customer; and (2) the 7-day waiting period has expired; and (3) the Customer has not contacted the Company to rescind or dispute the switch to Default Service. Once the preceding process is complete, the Company will notify the Customer's prior Certified Supplier of the discontinuance of service to the Customer from that prior Certified Supplier. In no event shall above process affect the continued supply of electricity to a Customer once a Customer's Competitive Retail Electric service is discontinued by a Certified Supplier.

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E. Provisions relating to a Certified Supplier's Customers

1. **Arrangements with Certified Supplier's Customers** - Certified Suppliers shall be solely responsible for having appropriate contractual or other arrangements with their Customers necessary to implement Competitive Retail Electric Service consistent with all applicable laws, Commission requirements, Transmission Provider OATT and this Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.
2. **Transfer of Cost Obligations Between Certified Suppliers and Customers** - Nothing in this Tariff is intended to prevent a Certified Supplier and a Customer from agreeing to reallocate between them any Charges that this Tariff imposes on the Certified Supplier, provided that any such agreement shall not change in any way the Certified Supplier's obligation to pay such Charges to the Company, and that any such agreement shall not confer upon the Company any right to seek recourse directly from the Certified Supplier's Customer for any charges owed to the Company by the Certified Supplier.
3. **Customer Obligations** - Customers of a Certified Supplier remain bound by the rules and requirements of the applicable Company Tariff under which they receive service from the Company.

F. Customer Return to Standard Service Offer Supply

A Customer's return to Standard Service Offer Supply may be a result of Customer choice, supplier default, termination of a supplier contract, opt out or termination of a governmental aggregation program, or supplier withdrawal. A Customer may contact the Company to return to the Company's Standard Service Offer Supply. The return to the Standard Service Offer Supply shall be conducted under the same terms and conditions applicable to an enrollment with a Certified Supplier. Thus, the Company will provide a rescission period consistent with the Commission rules. Provided the Customer has observed the applicable notification requirements and the Company has effectuated the request to return to the Standard Service Offer Supply twelve (12) calendar days prior to the next regularly scheduled Meter Read Date, the Customer will be returned to the Standard Service Offer Supply on the next regularly scheduled Meter Read Date.

~~**Large Commercial and Industrial Customers Return to Standard Service Offer Rate**~~

~~Return to Standard Service Offer Supply will be pursuant to the Company's Electric Service Regulations Section XIII Return to Standard Offer Supply.~~

~~**Residential and Small Commercial Customers Return to Standard Service Offer Rate**~~

~~Residential and Small Commercial Customers return to Standard Service Offer Supply will be pursuant to the Company's Electric Service Regulations Section XIII Return to Standard Offer Supply.~~

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VIII. CUSTOMER INQUIRIES AND REQUESTS FOR INFORMATION

Customer Requests for Program Information and/or Usage Data

Upon request, Customers will be sent an information package containing a summary of the program and a current list of Certified Suppliers, which will be sent to the Customer's service or mailing address.

The list of Certified Suppliers will be provided to any Customer upon request, all new Customers~~, any Customer who is dropped for nonpayment by a Certified Supplier~~, any Customer who returns due to default by a Certified Supplier, and as otherwise required by Commission rules.

The list of Certified Suppliers will be posted on a designated website. The list of Certified Suppliers will contain suppliers currently registered to enroll Customers in the Company's service territory. The list of Certified Suppliers will also designate, if available, which customer classes Certified Suppliers will be serving.

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IX. METERING SERVICES AND OBLIGATIONS

A. Meter Requirements

Meter requirements are outlined in the Electric Service Regulations for each Customer.

B. Interval Meter Charges and Installation Process

The Customer or Certified Supplier may request an Interval Meter for use at any account. The Customer shall be responsible for the costs as set forth in the Miscellaneous Charges section of the Company's Tariff.

The Customer or the Customer's Certified Supplier may select a meter from the Company's approved equipment list. The Customer or its Certified Supplier may communicate with the meter for the purpose of obtaining usage data, subject to the Company's communication protocol. Any changes in the Customer's meter necessary to accommodate a Certified Supplier's systems, price schedules, telemetry or other requirements must be compatible with and meet the Company's specifications for metering and any applicable regulations. Either the Customer or the Certified Supplier shall provide, at its sole cost and expense, the installation, operation and maintenance of the required compatible communication/telephone link(s) in order to transmit metered information from meters equipped for telemetry of metered data.

~~A Customer that is required to have interval metering must approve a work order for Interval meter installation before it can be served by a Certified Supplier~~Customer requests to the Company for interval metering will be handled pursuant to the Company's Miscellaneous Charges Tariff (Sheet No. 75). For Customers who elect to have an Interval Meter for the requested service, service may begin~~, assuming an approved work order,~~ using a Company load profile for settlement; consumption meter reads would continue to be used for billing. This would be the approach during the period between when the Customer has requested an Interval Meter and the time that the Company is able to install such a meter. Customer shall provide adequate space for such Interval metering; should provide access for meter reading, meter testing, etc.

C. Billing Meters

Any meter used for billing, capacity and energy obligations and reconciliation determinations shall be installed, owned and maintained by the Company. All meters used for billing shall be maintained and tested in accordance with applicable Commission regulations.

D. Meter Testing

The Company will test designated Company-owned meters upon the written request of the Certified Supplier. If the accuracy of a Company-owned meter is found to be outside Commission requirements, the costs of such test shall be borne by the Company. If a Company-owned meter is tested and found to be within Commission accuracy requirements, the costs of such test shall be borne by the Certified Supplier. Any Company-owned meter found to be outside Commission accuracy requirements or otherwise defective shall be adjusted, repaired or replaced at the sole cost or expense of the Company, unless such deviation is determined to be the fault of the Customer or the Certified Supplier. Imbalance reconciliations under Section XV shall not be adjusted for any meter inaccuracies. ~~If the Customer requests these meter tests then the rate charged shall be consistent with Commission regulations~~ Customer requests to test Company-owned meters will be handled pursuant to the Company's Electric Service Regulations and Commission regulations.~~.~~

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E. Meter Reading

The Company reads meters in accordance with its Electric Service Regulations and Commission regulations. ~~The Company shall read Customer meters on a monthly basis or as otherwise provided in its Electric Service Regulations or in Commission regulations.~~ It is understood that it may not be possible in some circumstances to read a Customer's meter in a particular month. In such case, the Company shall estimate the meter reading in accordance with its standard procedures and Electric Service Regulations, and such estimate shall constitute the meter reading for the month.

F. Billing Cycles

Meters will be read and billed ~~on a monthly basis~~ on a predetermined meter reading schedule and in accordance with its Electric Service Regulations and Commission regulations. The Company uses 21 billing cycles per revenue month. Each business day[1] one of the cycles will be read until all 21 cycles have been read and the month is considered complete for reporting and revenue purposes. Meter reading intervals will be performed on the Company's existing schedules and will cover approximately 30 days, but may vary between 27 to 35 days. The Company may change its meter reading schedules at its discretion. If a Certified Supplier requires or requests more consumption data than is normally provided by the monthly meter reading, the additional information will be obtained provided that appropriate metering is installed by the Company and that any incremental costs are paid by the Certified Supplier.

G. Meter Data Provided by the Company to a Certified Supplier

Regardless of whether the Company or a Certified Supplier performs Customer billing for a Certified Supplier's energy charges, the Company will make available to a Certified Supplier monthly files containing meter readings, total kWh usage, registered maximum demand (where applicable), and reading type information (i.e., actual or estimated), and any other relevant information mutually agreed upon by the Company and Certified Supplier, for each of the Certified Supplier's Customers, as it becomes available by billing route.

Summary Interval Meter Data. Interval meters are read on a monthly schedule, and raw hourly data is processed through the Company's metering subsystem, which in turn provides summary information to the Company's Customer billing system. This summary information consists of total kWh usage over the billing cycle, and maximum on-peak and off-peak demands over the billing cycle. This summary information will be provided to a Certified Supplier on a monthly basis for that Certified Supplier's Customers equipped with interval metering equipment. Should an interval metered Customer, or that Customer's Certified Supplier, request hardcopy or electronic file formats of non-summary information (detailed hourly or sub-hourly metering information), the Company will provide such information, to the extent that it is available, by account, with the Certified Supplier being responsible for the Company's cost of providing such information per the Schedule of Fees and Charges set forth in this Tariff.

[1] "Business days" for purposes of billing cycles shall include all days in a calendar year except: Saturdays and Sundays and Company observed holidays.

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X. BILLING SERVICES AND OBLIGATIONS

A. Customer Billing by the Company

All Certified Supplier charges to Customers, if billed by the Company, shall be billed in accordance with the Electric Service Regulations and individual service tariffs and the following provisions:

B. Company Billing for Certified Supplier

Nothing in this Tariff shall require the Company to manually bill more Customers within a rate class than it bills manually for its distribution service Customers. Within this context, if the Company's billing system has the capability to bill the price plans offered by the Certified Supplier, the Certified Supplier may request the Company to do all or some of the billing for the Certified Supplier's Customers based on the Customers' preferences. Pricing must be compatible with existing metering.

In those situations where the Company's billing system is unable to calculate the Certified Supplier charges under the pricing format being used by the Certified Supplier, the Company will provide the Certified Supplier with sufficient meter data on a timely basis so that the Certified Supplier can bill the Customer directly under the two-bill method. The Company billing for Certified Suppliers will be done through a Rate Ready method only. Under the Rate Ready method, the Company bills the Customer under a rate schedule provided by the Certified Supplier.

In situations where the Certified Supplier elects to bill the customer directly using the Company's billing system, ~~or "Bill Ready",~~ the Certified Supplier will deliver to the Company needed data to conduct this billing option. Under this billing option, the Certified Supplier shall provide all necessary data in its possession for the timely generation of bills. A failure of the Certified Supplier to provide necessary data to the Company in a timely fashion may delay ~~generation~~ production of a bill for the month to which the data pertains. In such instances, the Certified Supplier is responsible for all fines, penalties and all other liabilities and losses, if any, arising as a consequence of the Company's inability to render a timely bill.

C. Billing Files

Where the Certified Supplier has requested the Company to act as the Certified Supplier's billing agent, the Company shall electronically transmit files of billing detail daily to the Certified Supplier. Such files shall include the Customer account number, rate codes, usage information, demand and energy charges, sales tax, and other Certified Supplier charges.

D. Certified Supplier Logos

As set forth in the Commission Order in Case No. 12-3151-EL-COI, if a Certified Supplier has requested the Company to act as the Certified Supplier's billing agent and issue a consolidated bill, the Company must allow for the inclusion of Certified Supplier logos on the bill. Certified Suppliers electing to have the Company include their logo on the Company issued consolidated bill shall comply with the applicable process and procedures as provided on the Company website.

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XI. CUSTOMER PAYMENT PROCESSING AND COLLECTIONS FOR CONSOLIDATED BILLING

A. Company Reimbursement to Certified Supplier for Customer Payments

Where the Company acts as the billing agent for the Certified Supplier, the Company shall reimburse the Certified Supplier for all energy charges, sales taxes, and other charges collected on behalf of the Certified Supplier on the next business day following receipt of the customer's payment, when possible, but at least every two weeks. Late fees collected from the Certified Supplier's customers shall be provided to the Company as compensation for the billing and collection services and other costs incurred with the implementation and maintenance of Stipulation and Recommendation Case No. 02-1944-EL-CSS approved by the Commission by Order and Opinion effective August 6, 2003 and Commission regulations. The Certified Supplier assumes all risks of non-payment by a Customer and the Company is obligated to remit to the Certified Supplier only the difference between (a) amounts received from Customers taking service from the Certified Supplier and (b) any amounts owed to the Company by or with respect to such Customer, consistent with the application of payment procedures set forth in Section XI.B below.

B. Application of Payment

The Company will conduct all remittance processing of current customer charges. In the event that a Customer remits a partial payment of a bill, the remittance will be applied against the various amounts that may be due and owing to the Company and the Certified Supplier, in the order set forth in the Stipulation and Recommendation at Case No. 02-1944-EL-CSS. The payment hierarchy is available on the Company website. Any amount remitted by a Customer in excess of the total due and owing the Company will be held in the Customer's account with the Company for distribution in the following billing cycle(s) or, at the Customer's request, will be refunded to the Customer. In the event that any Customer checks are returned dishonored by a bank, the corresponding debits will be applied in inverse order to the order set forth above for the application of remittances. The Company will correct any misapplied payments or transactions. The Company will also provide the Certified Supplier an electronic file consisting of Customer payments and any returned checks and/or Customer adjustments. The monthly billing statement and invoice rendered by the Company to the Certified Supplier, as described in Section XII.B below, will include charges to be paid by the Certified Supplier for costs associated with this electronic funds transfer, as set forth in the Schedule of Fees and Charges.

C. Certified Supplier Billing Data

The Certified Supplier shall provide all data in its possession necessary for the timely generation of bills. A failure of the Certified Supplier to provide necessary data to the Company in a timely fashion may delay generation of a bill for the month to which the data pertains. In such instances, the Certified Supplier is responsible for all fines penalties and all other liabilities and losses, if any, arising as a consequence of the Company's inability to render a timely bill.

D. No Certified Supplier Termination of Service

The Certified Supplier will not be permitted to physically terminate electric service to a Customer for nonpayment.

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XII. CERTIFIED SUPPLIER BILLING TERMS AND CONDITIONS

A. Netting of Customer Payment and Certified Supplier Charges Billed by the Company

If the Certified Supplier defaults and the Company is performing Consolidated Billing of Customers or providing other services on behalf of ~~for~~ the Certified Supplier, the Company reserves the right to retain the payments collected from the Customers and apply the payments to the Company's charges.

B. Certified Supplier Payment of Obligations to the Company

A Certified Supplier shall pay all Coordination Services Charges or any other Charge it incurs hereunder in accordance with the following provisions:

1. **Billing Procedure** - Each month, the Company shall submit an invoice to the Certified Supplier for all Coordination Service Charges provided under this Tariff. The invoice may be transmitted to the Certified Supplier by any reasonable method requested by the Certified Supplier. A Certified Supplier shall make payment for Charges incurred on or before the due date shown on the bill. The due date shall be determined by the Company and shall not be less than three (3) banking days from the date of transmittal of the bill.

2. **Manner of Payment** - The Certified Supplier shall make payments of funds payable to the Company by wire transfer to a bank designated in Section XII.B.3. The Company may require that a Certified Supplier that is not Creditworthy tender payment by means of a certified, cashier's, teller's, or bank check, or by wire transfer, or other immediately available funds. If disputes arise regarding a Certified Supplier bill, the Certified Supplier must pay the undisputed portion of disputed bills under investigation.

3. **Wire Transfer** - Payment to the Company by the Certified Supplier must be made by electronic wire transfer or such other means as will cause payment to be available for the use of the Company on the due date. All payments shall be wire transferred to the bank designated by the Company.

4. **Late Fee for Unpaid Balances** - If payment is made to the Company after the due date shown on the bill, a late fee will be added to the unpaid balance until the entire bill is paid. This late fee will be 1 1/2% per month on the unpaid balance.

5. **Certified Supplier's Failure To Pay** - In the event the Certified Supplier fails, for any reason other than a billing dispute as described below, to make payment to the Company on or before the due date as described above, and such failure of payment is not corrected within five (5) business days after the Company notifies the Certified Supplier to cure such failure, a breach by the Certified Supplier shall be deemed to exist. In the event of a billing dispute between the Company and the Certified Supplier, the Company will continue to provide service pursuant to the Coordination Agreement and this Tariff as long as the Certified Supplier continues to make all payments not in dispute.

   Certified Supplier Offset - In the event a Certified Supplier is deemed to be delinquent under XII.B.5, the Company, may at its sole discretion, reduce the reimbursement to the Certified Supplier for amounts collected by the Company by the amount owed to the Company.

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C. Billing for Certified Supplier Obligations to Other Parties

The Company will assume no responsibility for billing between a Certified Supplier and the Transmission Provider or any party other than the Company.

D. Guarantee of Payments

Before the Company will render service or continue to render service, the Company will require an applicant for Coordination Service or a Certified Supplier currently receiving such service that has Bad Credit to provide a cash deposit, letter of credit, guarantee, or other financial instrument satisfactory to the Company. The Company will use the financial instrument as security for the payment of final bills, protection against Certified Supplier default on breaches, and compliance with the Company's Rules and Regulations. In addition, the Company may require a Certified Supplier to post a deposit at any time if the Company determines that the Certified Supplier is no longer Creditworthy.

E. Amount of Deposits

The deposit shall be equal to the value of Coordination Services Charges the Company projects the Certified Supplier will incur during the next three (3) billing periods based on that Certified Supplier's forecasted load obligation.

F. Return of Deposits

Upon discontinuance or termination of service, deposits will be returned with accrued interest to the Certified Supplier upon payment of all service charges and guarantees or with deduction of unpaid accounts.

G. Interest on Deposits

The Company will allow simple interest on cash deposits calculated at the lower of the Interest Index or six (6) percent. Deposits shall cease to bear interest upon discontinuance of service (or, if earlier, when the Company closes the account).

H. The Company may increase the required amount of the financial instrument to an amount equivalent to the Certified Supplier's sales for the three peak months of the year, to protect against a breach or default by the Certified Supplier in the event the Certified Supplier fails to deliver energy to a Customer.

I. Credit Information

In addition to information required otherwise hereunder, a Certified Supplier shall be required to provide to the Company such credit information as the Company reasonably requires.

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XIII. LOAD PROFILING AND FORECASTING

A. Customer Load ~~and Weather~~ Forecasting

The Certified Supplier is responsible for developing an aggregated load forecast for its Customer's load to satisfy obligations required by this Tariff, and the Transmission Provider OATT.

B. ~~Forecasting Methodology~~Company Provided Customer Data

~~The load forecast developed by the Certified Supplier shall conform to Sections XIII.B.1 and XIII.B.2 as well as all other relevant sections of this Tariff and the Transmission Provider OATT.~~

1. **Monthly Metered Customer ~~Forecasts~~ Data** - The Company shall make available to the Certified Supplier hourly load profiles, transmission and distribution losses and rate class of the Company's retail customers that do not have interval metering. The Company at its discretion may update, add, or modify the load profiles for any or all customer rate classes during the term of this Tariff on a prospective basis.

2. **Hourly Metered Customer ~~Forecasts~~ Data** - The Certified Supplier shall forecast its Customers' load for hourly metered Customers, adjusted for the inclusion of losses.

C. Distribution Real Power Losses

Losses will be calculated by multiplying the Retail Customer(s) load times the applicable Distribution Real Power Loss Factor specified below:

Service Voltage Level	Cumulative Loss Factor
138 kV	Loss Factor in the Transmission Provider OATT for ATSI facilities 138kV and above
69 kV	Loss Factor in the Transmission Provider OATT for ATSI facilities 138kV and 69kv ("Transmission Factor")
23 kV to < 69 kV	Transmission Factor + .1%
2.4 kV to < 23 kV	Transmission Factor + 3.0%
2.4 kV	Transmission Factor + 6.7%

The Company reserves the right to file to revise these factors from time to time to reflect changes in system line losses. The Company will make a good faith effort to advise Certified Suppliers of any change in these loss factors more than thirty (30) days in advance of a change when warranted.

D. Transmission Real Power Losses

Transmission losses for the purposes of reserving transmission service under the Transmission Provider OATT are referenced in the Transmission Provider OATT.

E. Adequacy of Load Profiles

A Certified Supplier's remedies for any perceived deficiency in the Company's load profiles for monthly metered Customers shall be limited to arranging, at its own expense, for the installation, pursuant to Commission rules and procedures and Company tariffs, of Interval Meter equipment at the Customer's premises in order to permit the Customer to be forecasted, billed and reconciled as an hourly metered Customer.

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Nothing in this Tariff precludes a Certified Supplier from using its own load profiles at anytime although the Company will use its own load profiles to determine the energy imbalances at the end of each billing month.

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XIV. ENERGY SCHEDULES AND USE OF SCHEDULING COORDINATORS

The Certified Supplier, or its designated Scheduling Coordinator, shall be responsible for scheduling energy and purchasing all transmission services (including Ancillary Services) necessary to get energy to the Customer's point of delivery pursuant to the service agreement for Network Integration Transmission Service under the Transmission Provider OATT.

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XV. RTO SETTLEMENTS

A. Agreement

The Certified Supplier agrees that settlements will be provided under the rates, terms and conditions of the Transmission Provider OATT and the applicable business practice manuals.

B. Billing

~~Billing for settlements shall be rendered by the Transmission Provider in accordance with the Transmission Provider OATT, applicable FERC orders and applicable business practice manuals for functions including but not limited to energy, capacity, energy imbalance service, transmission service, ancillary service and administrative costs.~~The Transmission Provider shall render bills to Certified Suppliers exclusively for services procured to serve retail customers except as otherwise noted in Appendix A.

C. Metered Data Collection

Meter data collected by the Company shall be used to calculate the quantity of energy actually used by a Certified Supplier's Customers for a particular energy imbalance period.

1. **Monthly Metered Customers** - Data from monthly metered Customers is collected corresponding to Customers' billing cycles. To reconcile energy mismatches on an hourly basis, the Company shall convert such meter data for Customers to equivalent hourly usage using the appropriate class load profile. Load profiles may be used at generation level for the inclusion of losses to derive an hour-by-hour usage.

2. **Interval Metered Customers** - Data from interval metered Customers will be collected by the Company on a monthly basis. To reconcile energy mismatches on an hourly basis, the Company will use the actual time interval data. The actual interval metered energy consumption will be used at generation level for the inclusion of losses.

3. **Calculation of Load -** Load shall be calculated by ~~PJM~~ the Company according to the Company's Supplier Energy Obligation Manual ~~Determination of Supplier Total Hourly Energy Obligation Commencing June 1, 1999~~ available on the Company's website.

~~4. **Transmission Provider Deration of load MWhs** - Where applicable, the Company's load shall be derated by the Transmission Owner for calculation of charges under the Transmission Provider OATT.~~

D. Transmission Provider Volume Settlements

On a calendar month basis, monthly metered Customers' actual usage and hourly metered Customers' actual usage shall be aggregated by the Company to arrive at the total hourly aggregated load for each Certified Supplier and submitted to the Transmission Provider in accordance with the Transmission Provider OATT and applicable business practice manuals.

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E. Unaccounted For Energy

Unaccounted for Energy will be determined by comparing the aggregate load of all Certified Suppliers and the Company at the generation level including losses to the FE Ohio Zone load less non retail load for each respective hour. The difference will then be allocated to Customers' load and subsequently to the Certified Supplier based on a ratio of each Certified Supplier's load to the total load of the Certified Suppliers and the Company on an hourly basis. The Company may update the method of allocation of Unaccounted For Energy (UFE) as more detailed data becomes available.

F. Meter Data Coordinator

1. The Company shall upload required, aggregated customer meter data information on behalf of Certified Suppliers to the Transmission Provider including but not limited to real time hourly energy kWh data, capacity daily load share data and transmission daily load share data for use with financial settlement purposes as required by the Transmission Provider under the Transmission Provider's OATT.

2. If requested, the Company will develop load data information, where available, for use by Certified Suppliers where a requirement exists to show compliance with the statutorily mandated alternative energy portfolio standards.

Certified Suppliers supplying retail load in the Company's service territory shall cooperate with the Company to ensure compliance with the applicable requirements under Ohio Revised Code Section 4928.64. A Certified Supplier may allow the Company to calculate a Certified Supplier's baseline and may permit the Company to upload to GATS on the Certified Supplier's behalf the baseline value.

G. PJM Capacity And Transmission Load Share Data

The Company will develop and create capacity and transmission load share data in accordance with Transmission Provider deadlines and practices utilizing procedures outlined ~~on~~ in the Supplier Capacity Manual available on the Company's website. The Company will appropriately scale and ~~also~~ submit each Certified Supplier's capacity and transmission load share data in accordance with Transmission Provider deadlines and practices as described in this ~~Tariff~~Manual.

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XVI. ALTERNATIVE ENERGY PORTFOLIO STANDARDS

The Certified Supplier is responsible for all aspects of any Alternative Energy Portfolio Standards imposed upon it by law, rule or order and further for any responsibilities imposed by the Commission for meeting the Alternative Energy Portfolio Standards.

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XVII. SCHEDULING COORDINATORS

Designation or Change of a Scheduling Coordinator

All Scheduling Coordinators must follow the Transmission Provider's procedures.

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XVIII. CONFIDENTIALITY OF INFORMATION

A. Generally

All confidential or proprietary information made available by one party to the other in connection with the registration by a Certified Supplier with the Company and/or the subsequent provision and receipt of Coordination Services under this Tariff, including but not limited to load curve data, and information regarding the business processes of a party and the computer and communication systems owned or leased by a party, shall be used only for purposes of registration with the Company, receiving Coordination Services and/or providing Competitive Retail Electric Service to Customers in the Company's service territory. Other than disclosures to representatives of the Company or Certified Supplier for the purposes of enabling that party to fulfill its obligations under this Tariff or for a Certified Supplier to provide Competitive Retail Electric Service to Customers in the Company's service territory, a party may not disclose confidential or proprietary information without the prior authorization and/or consent of the other party, except as ordered by a regulatory agency or court of law.

B. Customer Information

The Certified Supplier shall keep all Customer-specific information supplied by the Company confidential unless the Certified Supplier has the Customer's written authorization to do otherwise.

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XIX. VOLUNTARY WITHDRAWAL BY A CERTIFIED SUPPLIER FROM THE CUSTOMER CHOICE PROGRAM

A. Notice of Withdrawal to the Company

A Certified Supplier shall provide electronic notice to the Company in a form specified by the Company of withdrawal by the Certified Supplier from Competitive Retail Electric Service on a per customer class basis in a manner consistent with any applicable Commission requirements.

B. Notice to Customers

A Certified Supplier shall provide notice to its Customers of withdrawal by the Certified Supplier from retail service in accordance with the Commission rules, regulations, or orders.

C. Costs for Noncompliance

A Certified Supplier that withdraws from Competitive Retail Electric Service and fails to provide at least ninety (90) days electronic notice of said withdrawal shall reimburse the Company for any of the following costs associated with the withdrawal:

1. mailings by the Company to the Certified Supplier's Customers to inform them of the withdrawal and their options;
2. non-standard/manual bill calculation and production performed by the Company;
3. Certified Supplier data transfer responsibilities that must be performed by the Company;
4. charges, costs, or penalties imposed on the Company by other parties resulting from Certified Supplier non-performance; and
5. Any and all other out-of-pocket expenses incurred by the Company as a result of the withdrawal.

D. Certified Supplier's Discontinuance of Service to Particular Customers

1. **Notice of Discontinuance to the Company** - A Certified Supplier shall provide electronic notice to the Company in a form specified by the Company of all intended discontinuance of service to Customers in a manner consistent with applicable Commission requirements.

2. **Notice to Customers** - A Certified Supplier shall provide advance notice to any Customer it intends to stop serving of such intended discontinuance in a manner consistent with any applicable Commission requirements.

3. **Effective Date of Discontinuance** - Any discontinuance will be effective only on a Meter Read Date and in accordance with the Certified Supplier switching rules in this Tariff and the Electric Service Regulations.

RULES AND REGULATIONS

XX. LIABILITY

A. General Limitation on Liability

The Company shall have no duty or liability with respect to Competitive Retail Electric Service before it is delivered by a Certified Supplier to an interconnection point with the FE Ohio Zone. After its receipt of Competitive Retail Electric Service at the point of delivery, the Company shall have the same duty and liability for transmission and distribution service to customers receiving Competitive Retail Electric Service as to those customers receiving electric energy and capacity from the Company.

B. Limitation on Liability for Service Interruptions and Variations

The Company does not guarantee continuous, regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control. The Company shall not be liable for any loss, cost, damage or expense sustained 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 and the use of electrical appliances.

C. Additional Limitations On Liability In Connection With Direct Access

Except as provided in this Tariff, the Company shall have no duty or liability to a Certified Supplier providing Competitive Retail Electric Services arising out of or related to a contract or other relationship between a Certified Supplier and a Customer of the Certified Supplier. The Company shall implement Customer selection of a Certified Supplier consistent with applicable rules of the Commission and shall have no liability to a Certified Supplier providing Competitive Retail Electric Services arising out of or related to switching Certified Suppliers, unless and to the extent that the Company is negligent in switching or failing to switch a Customer.

D. Commission Approval of Above Tariff Language

The Commission 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 consequential damage claims, it should also be the court's responsibility to determine the validity of the exculpatory clause.

RULES AND REGULATIONS

XXI. DEFAULT, SUSPENSION, AND TERMINATION OF A CERTIFIED SUPPLIER

A. Events of Breach

An Event of Breach described in this Section XXI.A, shall include, but is not limited to, the following:

1. failure to perform any material obligation under this Tariff;
2. a Certified Supplier's failure to maintain its certification as a Certified Supplier from the Commission or registration with the Company;
3. a Certified Supplier's failure to make payment of any undisputed Coordination Services Charges in the time prescribed and nonpayment is not cured within five (5) business days;
4. the involuntary bankruptcy/insolvency of the Certified Supplier, including but not limited to, the appointment of a receiver, liquidator or trustee of the Certified Supplier, or a decree by such a court adjudging the Certified Supplier bankrupt or insolvent or sequestering any substantial part of its property or a petition to declare bankruptcy as to reorganize the Certified Supplier; or
5. a Certified Supplier's filing of a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law, or its consent to the filing of any bankruptcy or reorganization petition against it under any similar law; or, without limiting the generality of the foregoing, a Certified Supplier admits in writing its inability to pay its debts generally as they become due or consents to the appointment of a receiver, trustee or liquidator of it or of all or any part of its property.

B. Rights Upon Breach

Upon the occurrence of any such Event of Breach, the Company may, at any time, declare any amount owing to be immediately due and payable. Such amount will thereupon be immediately due and payable, without presentment, demand, protest, notice of protest or other notice of any kind, all of which are hereby expressly waived by the Certified Supplier. In case any one or more of the Events of Breach shall happen and be continuing, the Company may proceed to protect and enforce its rights by suit in equity, action at law or by other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Tariff or in aid of the exercise of any power granted in this Tariff or may proceed to enforce any other legal right which the Company may have, all of which it hereby expressly reserves.

C. Rights, Remedies, or Powers

All rights, remedies, or powers hereby conferred upon the Company will, to the extent not prohibited by law, be deemed cumulative and not exclusive of any other thereof, or any other rights, remedies or powers available to the Company. No delay or omission of the Company to exercise any right, remedy, or power will impair any such right, remedy or power or will be construed to be a waiver of an Event of Breach or an acquiescence therein. Any right, remedy or power conferred upon the Company hereunder may be exercised from time to time, independently or concurrently, and as often as it shall deem expedient. No waiver of any Event of Breach by the Company will extend to or will effect any subsequent Event of Breach. No single or partial exercise of any right, remedy or power by the Company will preclude further exercise thereof by the Company. Acceptance by the Company of partial payments will not constitute a waiver by the Company of any rights or remedies the Company may otherwise have.

RULES AND REGULATIONS

D. Termination of Coordination Agreement

A Coordination Agreement will or may be terminated as follows:

1. **Withdrawal of the Certified Supplier from Retail Service** - In the event the Certified Supplier ceases to participate in or otherwise withdraws the provision of Competitive Retail Electric Services to Customers in the Company's Service Territory, the Coordination Agreement between the Certified Supplier and the Company shall terminate thirty (30) days following the date on which the Certified Supplier has no more active Customers.

2. **The Company's Termination Rights Upon an Event of Violation by Certified Supplier** - Notwithstanding any other provision of this Tariff or the Coordination Agreement, in the event of a default, the Company shall serve written notice of such default in reasonable detail and with a proposed remedy to the Certified Supplier and the Commission. On, or after, the date the default notice has been served, the Company may file with the Commission a written request for authorization to terminate or suspend the Coordination Agreement. Except for default due to non-delivery, if the Commission does not act within ten business days upon receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the 11th (eleventh) business day. If the default is due to non-delivery, and if the Commission does not act within five business days upon receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the 6th (sixth) business day. Terminations or suspensions shall require authorization from the Commission. The Company shall send notices pursuant to this section by e-mail, fax, overnight mail, or hand delivery to the Commission and staff at the Commission's offices. The Company shall notify all Commissioners, the Chief of Staff, the Director of the Consumer Services Department, the Director of the Utilities Department, the Director of the Legal Department, and the Chief of the Attorney General's Public Utilities section. The Company shall send the notice to the address and fax number provided by the Certified Supplier in its Coordination Agreement.

E. Effect of Termination of Coordination Agreement

Termination of Coordination Agreements will have the same effect on a Certified Supplier's Customers as the Certified Supplier's discontinuance of supply to such Customers. If a Customer of a terminated Certified Supplier has not switched to another Certified Supplier prior to termination, said Customer will receive Standard Service Offer Supply from the Company pending its selection of another Certified Supplier.

F. Survival of Obligations

Termination of a Coordination Agreement for any reason shall not relieve the Company or a Certified Supplier of any obligation accrued or accruing prior to such termination.

RULES AND REGULATIONS

XXII. ALTERNATIVE DISPUTE RESOLUTION

Alternative Dispute Resolution shall be offered to both Certified Suppliers and the Company as a means to address disputes and differences between Certified Suppliers and the Company. Alternative Dispute Resolution shall be conducted in accordance with the Commission rules which provide for the service.

RULES AND REGULATIONS

XXIII. MISCELLANEOUS

A. Notices

Unless otherwise stated herein, any notice contemplated by this Tariff shall be in writing and shall be given to the other party at the addresses stated in the notice section of the Coordination Agreement. If given by electronic transmission (including fax, telex, telecopy or Internet email), notice shall be deemed given on the date sent and shall be confirmed by a written copy sent by first class mail. If sent in writing by first class mail, notice shall be deemed given on the fifth business day following deposit in the United States mail (as noted by the postmark), properly addressed, with postage prepaid. If sent by same-day or overnight delivery service, notice shall be deemed given on the day of delivery. The Company and a Certified Supplier may change their representative for receiving notices contemplated by this Tariff by delivering written notice of their new representatives to the other.

B. No Prejudice of Rights

The failure by either the Company or the Certified Supplier to enforce any of the terms of this Tariff or Coordination Agreement shall not be deemed a waiver of the right of either to do so.

C. Assignment

1. A Coordination Agreement hereunder may not be assigned by either the Company or the Certified Supplier without (a) any necessary regulatory approval and (b) the prior written consent of the other party, which consent shall not be unreasonably withheld.

2. Any assignment occurring in accordance with Section XXIII.C.1 hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the parties to the Coordination Agreement.

D. Governing Law

To the extent not subject to the exclusive jurisdiction of FERC, the formation, validity, interpretation, execution, amendment and termination of this Tariff or any Coordination Agreement shall be governed by the laws of Ohio.

This Tariff or any Coordination Agreement, and the performance of the parties' obligations thereunder, is subject to and contingent upon (i) present and future local, state and federal laws, and (ii) present and future regulations or orders of any local, state or federal regulating authority having jurisdiction over the matter set forth herein.

TECHNICAL SUPPORT AND ASSISTANCE CHARGE

AVAILABILITY / APPLICABILITY

Technical Support and Assistance is defined as support and assistance that may be provided by the Company to a Certified Supplier in connection with questions raised and research requests by the Certified Supplier in support of its energy supply business. The Company is under no obligation to provide technical support and assistance, with the exception of the services described in the "Conditions" section below. Such support and assistance for which the charge applies is categorized in three general areas:

1. Explanation of the Company's communications related to information posted to the VAN site;
2. Manual verification and confirmation of Customer account data beyond the information and messages available through the standard automated process; and
3. Explanation and definition of the Company's filings, Commission rulings and FERC orders.

Such Technical Support and Assistance may include time spent by Company personnel conducting research in connection with a Certified Supplier inquiry.

TABLE OF CHARGES

Per hour	$ 53 / hr

CONDITIONS

There will be no time recorded in connection with inquiries covering required business interactions, specifically:

1. Load profiling and energy scheduling;
2. Standard automated processing of Certified Supplier data files by the Company;
3. Website availability and access; and
4. Erroneous data communicated by the Company via the VAN site.

SCHEDULE OF FEES AND CHARGES

A. Schedule of Fees to be Charged to Certified Supplier

1. **Interval Meter Reading** - For hourly or sub-hourly meter reading information in excess of that provided elsewhere in this Tariff, retrieving and processing data from hourly or sub-hourly meters - $14.50 per Meter per read, per month.

2. **Certified Supplier Selection** - $5.00 per Customer processing fee will be charged to the Certified Supplier for each customer selecting or switching to the Certified Supplier except that the $5.00 processing fee will not be assessed with respect to any customer accounts associated with a governmental aggregation unless otherwise ruled by the Commission or a court of law.

3. **Unscheduled Meter Read** - $25.00 per meter read.

4. **Historical Customer Usage Data** - The Company requires Customer authorization for providing historical customer usage data over and above data normally provided for billing purposes. For historical customer usage data in excess of what is provided elsewhere in this Tariff the charges will be: Up to Twelve (12) months of monthly kW and/or kWh data - $5.00 per account per request. One (1) month of Hourly Load Data (where available) - $37.50 per account per request. Twelve (12) months of Hourly Load Data (where available) - $150 per account per request.

B. Future Fee and Charge Adjustments.

The Company may petition the Commission for an adjustment in the fees and charges applicable to Certified Suppliers to reflect current or anticipated costs. Such request will be subject to applicable Commission rules and procedures.

COORDINATION AGREEMENT

1.0 This Coordination Agreement ("Agreement"), dated as of _____ is entered into, by and between THE TOLEDO EDISON COMPANY (the "Company") and _____ (Certified Electric Generation Supplier or "Certified Supplier").

2.0 The Company agrees to supply, and the Certified Supplier agrees to have the Company supply, all "Coordination Services" specified in the Electric Generation Supplier Coordination Tariff. Both Parties agree that such services are necessary to coordinate the delivery of Competitive Retail Electric Services to Customers located within the Company's service territory.

3.0 Representations and Warranties.

(a) The Certified Supplier hereby represents, warrants and covenants as follows:

(i) The Certified Supplier is in compliance, and will continue to comply, with all obligations, rules and regulations, as established and interpreted by the Transmission Provider Open Access Transmission Tariff ("OATT") including applicable FERC orders, that are applicable to the Certified Supplier's serving Customers located in the FE Ohio Zone; and

(ii) The Certified Supplier is certified by the Commission to provide Competitive Retail Electric Service to Customers in Ohio and has and will continue to satisfy all other Commission requirements applicable to Certified Suppliers including compliance with the terms and conditions of the Electric Generation Supplier Coordination Tariff.

(b) The Company and the Certified Supplier, individually referred to hereafter as the "Party," each represents, warrants and covenants as follows:

(i) Each Party's performance of its obligations hereunder has been duly authorized by all necessary action on the part of the Party and does not and will not conflict with or result in a breach of the Party's charter documents or bylaws or any indenture, mortgage, other agreement or instrument, or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which the Party is a party or by which the Party or any of its properties is bound or subject.

(ii) This Coordination Agreement is a valid and binding obligation of the Party, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect that affect creditors' rights generally or by general principles of equity.

4.0 The Certified Supplier shall provide notice to the Company via facsimile, with a copy delivered pursuant to overnight mail, at such time that the Certified Supplier learns that any of the representations, warranties, or covenants in Section 3.0 of this Coordination Agreement have been violated.

5.0 As consideration for Coordination Services provided by the Company, the Certified Supplier shall pay the Company those Coordination Services Charges billed to the Certified Supplier in accordance with the terms and conditions of the Electric Generation Supplier Coordination Tariff.

6.0 Coordination Services between the Company and the Certified Supplier will commence on _____.

7.0 Any notice or request made to or by either Party regarding this Coordination Agreement shall be made to the representative of the other Party as indicated below.

To: The Toledo Company	To: the Certified Supplier
Competitive Energy Supplier Contracts Administrator	_____
The Toledo Edison Company	_____
76 South Main Street	_____
Akron, Ohio 44308	_____
Telephone:	_____
Facsimile:	_____

8.0 If at any time during the term of the Electric Generation Supplier Coordination Tariff or this Coordination Agreement, FERC, the Commission or a court of competent jurisdiction issues an order under which a party hereto believes that its rights and/or interests under this Coordination Agreement are materially affected, the party so affected shall within thirty (30) days of said final order provide the other party with notice setting forth in reasonable detail how said order has materially affected its rights and/or interests in this Coordination Agreement. Within thirty (30) days from the receiving party's receipt of said notice the parties agree to attempt through good faith negotiations to resolve the issue. If the parties are unable to resolve the issue within thirty (30) days from the commencement of negotiations, either party may at the close of said thirty (30) day period terminate this Coordination Agreement, subject to any applicable regulatory requirements, following an additional thirty (30) days prior written notice to the other party without any liability or responsibility whatsoever, except for obligations arising prior to the date of service termination.

9.0 The Electric Generation Supplier Coordination Tariff is incorporated herein by reference and made a part hereof. All terms used in this Coordination Agreement that are not otherwise defined shall have the meaning provided in the Electric Generation Supplier Coordination Tariff.

IN WITNESS WHEREOF, and intending to be legally bound thereby, THE TOLEDO EDISON COMPANY and the Certified Supplier identified above have caused this Coordination Agreement to be executed by their respective authorized officials.

The Toledo Edison Company (Company)	_____ (Certified Supplier Company Name)
By: _____ (Signature)	_____ (Signature)
_____ (Print or Type Name)	_____ (Print or Type Name)
_____ _____ (Title) (Date)	_____ _____ (Title) (Date)

SCHEDULING COORDINATOR DESIGNATION FORM

All Scheduling Coordinators must follow the required scheduling procedures of the Transmission Provider.

APPENDIX A

~~Finalized PJM Billing Statement Line Items (as of Sept. 01, 2010)~~					
~~ID#~~	~~Resp.~~	~~CHARGES~~	~~ID#~~	~~Resp.~~	~~CREDITS~~
~~1000~~	~~CRES~~	~~Amount Due for Interest on Past Due Charges~~			
~~1100~~	~~Company~~	~~Network Integration Transmission Service~~	~~2100~~	~~Company~~	~~Network Integration Transmission Service~~
~~1104~~	~~Company~~	~~Network Integration Transmission Service Offset~~	~~2104~~	~~Company~~	~~Network Integration Transmission Service Offset~~
			~~2106~~	~~CRES~~	~~Non-Zone Network Integration Transmission Service~~
~~1108~~	~~Company~~	~~Transmission Enhancement~~	~~2108~~	~~Company~~	~~Transmission Enhancement~~
~~1110~~	~~CRES~~	~~Direct Assignment Facilities~~	~~2110~~	~~CRES~~	~~Direct Assignment Facilities~~
~~1120~~	~~CRES~~	~~Other Supporting Facilities~~	~~2120~~	~~CRES~~	~~Other Supporting Facilities~~
~~1130~~	~~CRES~~	~~Firm Point-to-Point Transmission Service~~	~~2130~~	~~CRES~~	~~Firm Point-to-Point Transmission Service~~
			~~2132~~	~~CRES~~	~~Internal Firm Point-to-Point Transmission Service~~
~~1133~~	~~CRES~~	~~Firm Point-to-Point Transmission Service Resale~~	~~2133~~	~~CRES~~	~~Firm Point-to-Point Transmission Service Resale~~
~~1135~~	~~CRES~~	~~Neptune Voluntary Released Transmission Service (Firm)~~	~~2135~~	~~CRES~~	~~Neptune Voluntary Released Transmission Service (Firm)~~
~~1138~~	~~CRES~~	~~Linden Voluntary Released Transmission Service (Firm)~~	~~2138~~	~~CRES~~	~~Linden Voluntary Released Transmission Service (Firm)~~
~~1140~~	~~CRES~~	~~Non-Firm Point-to-Point Transmission Service~~	~~2140~~	~~CRES~~	~~Non-Firm Point-to-Point Transmission Service~~
			~~2142~~	~~CRES~~	~~Internal Non-Firm Point-to-Point Transmission Service~~
~~1143~~	~~CRES~~	~~Non-Firm Point-to-Point Transmission Service Resale~~	~~2143~~	~~CRES~~	~~Non-Firm Point-to-Point Transmission Service Resale~~
~~1145~~	~~CRES~~	~~Neptune Voluntary Released Transmission Service (Non-Firm)~~	~~2145~~	~~CRES~~	~~Neptune Voluntary Released Transmission Service (Non-Firm)~~
~~1146~~	~~CRES~~	~~Neptune Default Released Transmission Service (Non-Firm)~~	~~2146~~	~~CRES~~	~~Neptune Default Released Transmission Service (Non-Firm)~~
~~1147~~	~~CRES~~	~~Neptune Unscheduled Usage Billing Allocation~~			
~~1155~~	~~CRES~~	~~Linden Voluntary Released Transmission Service (Non-Firm)~~	~~2155~~	~~CRES~~	~~Linden Voluntary Released Transmission Service (Non-Firm)~~
~~1156~~	~~CRES~~	~~Linden Default Released Transmission Service (Non-Firm)~~	~~2156~~	~~CRES~~	~~Linden Default Released Transmission Service (Non-Firm)~~
~~1157~~	~~CRES~~	~~Linden Unscheduled Usage Billing Allocation~~			
~~1200~~	~~CRES~~	~~Day-ahead Spot Market Energy~~			
~~1205~~	~~CRES~~	~~Balancing Spot Market Energy~~			
~~1210~~	~~CRES~~	~~Day-ahead Transmission Congestion~~	~~2210~~	~~CRES~~	~~Transmission Congestion~~
~~1215~~	~~CRES~~	~~Balancing Transmission Congestion~~			
			~~2217~~	~~CRES~~	~~Planning Period Excess Congestion~~
~~1218~~	~~CRES~~	~~Planning Period Congestion Uplift~~	~~2218~~	~~CRES~~	~~Planning Period Congestion Uplift~~
~~1220~~	~~CRES~~	~~Day-ahead Transmission Losses~~	~~2220~~	~~CRES~~	~~Transmission Losses~~
~~1225~~	~~CRES~~	~~Balancing Transmission Losses~~			
~~1230~~	~~CRES~~	~~Inadvertent Interchange~~			
~~1240~~	~~CRES~~	~~Day-ahead Economic Load Response~~	~~2240~~	~~CRES~~	~~Day-ahead Economic Load Response~~
~~1241~~	~~CRES~~	~~Real-time Economic Load Response~~	~~2241~~	~~CRES~~	~~Real-time Economic Load Response~~
~~1245~~	~~CRES~~	~~Emergency Load Response~~	~~2245~~	~~CRES~~	~~Emergency Load Response~~
~~1250~~	~~CRES~~	~~Meter Error Correction~~			
~~1260~~	~~CRES~~	~~Emergency Energy~~	~~2260~~	~~CRES~~	~~Emergency Energy~~
~~1301~~	~~CRES~~	~~PJM Scheduling, System Control and Dispatch Service - Control Area Administration~~			
~~1302~~	~~CRES~~	~~PJM Scheduling, System Control and Dispatch Service - FTR Administration~~			
~~1303~~	~~CRES~~	~~PJM Scheduling, System Control and Dispatch Service - Market Support~~			
~~1304~~	~~CRES~~	~~PJM Scheduling, System Control and Dispatch Service - Regulation Market Administration~~			
~~1305~~	~~CRES~~	~~PJM Scheduling, System Control and Dispatch Service - Capacity Resource/Obligation Mgmt.~~			
~~1306~~	~~CRES~~	~~PJM Scheduling, System Control and Dispatch Service - Advanced Second Control Center~~			
~~1308~~	~~CRES~~	~~PJM Scheduling, System Control and Dispatch Service Refund - Control Area Administration~~			
~~1309~~	~~CRES~~	~~PJM Scheduling, System Control and Dispatch Service Refund - FTR Administration~~			
~~1310~~	~~CRES~~	~~PJM Scheduling, System Control and Dispatch Service Refund - Market Support~~			
~~1311~~	~~CRES~~	~~PJM Scheduling, System Control and Dispatch Service Refund - Regulation Market Administration~~			
~~1312~~	~~CRES~~	~~PJM Scheduling, System Control and Dispatch Service Refund - Capacity Resource/Obligation Mgmt.~~			
~~1314~~	~~CRES~~	~~Market Monitoring Unit (MMU) Funding~~			
~~1315~~	~~CRES~~	~~FERC Annual Charge Recovery~~			
~~1316~~	~~CRES~~	~~Organization of PJM States, Inc. (OPSI) Funding~~			
~~1317~~	~~CRES~~	~~North American Electric Reliability Corporation (NERC)~~			
~~1318~~	~~CRES~~	~~Reliability First Corporation (RFC)~~			
~~1320~~	~~Company~~	~~Transmission Owner Scheduling, System Control and Dispatch Service~~	~~2320~~	~~Company~~	~~Transmission Owner Scheduling, System Control and Dispatch Service~~

APPENDIX A

Finalized PJM Billing Statement Line Items (as of Sept. 01, 2010)					
ID#	Resp.	CHARGES	ID#	Resp.	CREDITS
1330	Company	Reactive Supply and Voltage Control from Generation and Other Sources Service	2330	Company	Reactive Supply and Voltage Control from Generation and Other Sources Service
1340	CRES	Regulation and Frequency Response Service	2340	CRES	Regulation and Frequency Response Service
1350	CRES	Energy Imbalance Service	2350	CRES	Energy Imbalance Service
1360	CRES	Synchronized Reserve	2360	CRES	Synchronized Reserve
1365	CRES	Day-ahead Scheduling Reserve	2365	CRES	Day-ahead Scheduling Reserve
1370	CRES	Day-ahead Operating Reserve	2370	CRES	Day-ahead Operating Reserve
1371	CRES	Day-ahead Operating Reserve for Load Response	2371	CRES	Day-ahead Operating Reserve for Load Response
1375	CRES	Balancing Operating Reserve	2375	CRES	Balancing Operating Reserve
1376	CRES	Balancing Operating Reserve for Load Response	2376	CRES	Balancing Operating Reserve for Load Response
1377	CRES	Synchronous Condensing	2377	CRES	Synchronous Condensing
1378	CRES	Reactive Services	2378	CRES	Reactive Services
1380	CRES	Black Start Service	2380	CRES	Black Start Service
1400	CRES	Load Reconciliation for Spot Market Energy			
1410	CRES	Load Reconciliation for Transmission Congestion			
1420	CRES	Load Reconciliation for Transmission Losses	2420	CRES	Load Reconciliation for Transmission Losses
1430	CRES	Load Reconciliation for Inadvertent Interchange			
1440	CRES	Load Reconciliation for PJM Scheduling, System Control and Dispatch Service			
1441	CRES	Load Reconciliation for PJM Scheduling, System Control and Dispatch Service Refund			
1442	CRES	Load Reconciliation for Schedule 9-6 - Advanced Second Control Center			
1444	CRES	Load Reconciliation for Market Monitoring Unit (MMU) Funding			
1445	CRES	Load Reconciliation for FERC Annual Charge Recovery			
1446	CRES	Load Reconciliation for Organization of PJM States, Inc. (OPSI) Funding			
1447	CRES	Load Reconciliation for North American Electric Reliability Corporation (NERC)			
1448	CRES	Load Reconciliation for Reliability First Corporation (RFC)			
1450	Company	Load Reconciliation for Transmission Owner Scheduling, System Control and Dispatch Service			
1460	CRES	Load Reconciliation for Regulation and Frequency Response Service			
1470	CRES	Load Reconciliation for Synchronized Reserve			
1475	CRES	Load Reconciliation for Day-ahead Scheduling Reserve			
1478	CRES	Load Reconciliation for Balancing Operating Reserve			
1480	CRES	Load Reconciliation for Synchronous Condensing			
1490	CRES	Load Reconciliation for Reactive Services			
1500	CRES	Financial Transmission Rights Auction	2500	CRES	Financial Transmission Rights Auction
			2510	CRES	Auction Revenue Rights
1600	CRES	RPM Auction	2600	CRES	RPM Auction
1610	CRES	Locational Reliability			
			2620	CRES	Interruptible Load for Reliability
			2630	CRES	Capacity Transfer Rights
			2640	CRES	Incremental Capacity Transfer Rights
1650	CRES	Non-Unit Specific Capacity Transaction	2650	CRES	Non-Unit Specific Capacity Transaction
1660	CRES	Demand Resource and ILR Compliance Penalty	2660	CRES	Demand Resource and ILR Compliance Penalty
1661	CRES	Capacity Resource Deficiency	2661	CRES	Capacity Resource Deficiency
1662	CRES	Generation Resource Rating Test Failure	2662	CRES	Generation Resource Rating Test Failure
1663	CRES	Qualifying Transmission Upgrade Compliance Penalty	2663	CRES	Qualifying Transmission Upgrade Compliance Penalty
1664	CRES	Peak Season Maintenance Compliance Penalty	2664	CRES	Peak Season Maintenance Compliance Penalty
1665	CRES	Peak Hour Period Availability	2665	CRES	Peak Hour Period Availability
1710	CRES	PJM/MISO Seams Elimination Cost Assignment	2710	CRES	PJM/MISO Seams Elimination Cost Assignment
1720	CRES	RTO Start-up Cost Recovery	2720	CRES	RTO Start-up Cost Recovery
1730	CRES	Expansion Cost Recovery	2730	CRES	Expansion Cost Recovery
1900	CRES	Unscheduled Transmission Service			
1910	CRES	Ramapo Phase Angle Regulators	2910	CRES	Ramapo Phase Angle Regulators
1920	CRES	Station Power			
1930	Company	Generation Deactivation	2930	Company	Generation Deactivation
1950	CRES	Virginia Retail Administrative Fee	2950	CRES	Virginia Retail Administrative Fee
1955	CRES	Deferral Recovery	2955	CRES	Deferral Recovery
1980	CRES	Miscellaneous Bilateral	2980	CRES	Miscellaneous Bilateral

APPENDIX A

~~Finalized PJM Billing Statement Line Items (as of Sept. 01, 2010)~~					
~~ID#~~	~~Resp.~~	~~CHARGES~~	~~ID#~~	~~Resp.~~	~~CREDITS~~
~~1995~~	~~CRES~~	~~PJM Annual Membership Fee~~			
			~~2996~~	~~CRES~~	~~Annual PJM Cell Tower~~
			~~2997~~	~~CRES~~	~~Annual PJM Building Rent~~
~~1999~~	~~CRES~~	~~PJM Customer Payment Default~~			
~~TBD~~	~~Company~~	~~Midwest ISO Transmission Expansion Plan Assessment~~	~~TBD~~	~~Company~~	~~Midwest ISO Transmission Expansion Plan Assessment~~

APPENDIX A

PJM Billing Statement Line Items (as of July 7, 2014)					
ID #	**Resp.**	**CHARGES**	**ID #**	**Resp.**	**CREDITS**
1000	CRES	Amount Due for Interest on Past Due Charges			
1100	Company	Network Integration Transmission Service	2100	Company	Network Integration Transmission Service
1101	Company	Network Integration Transmission Service (ATSI Low Voltage)	2101	Company	Network Integration Transmission Service (ATSI Low Voltage)
1104	Company	Network Integration Transmission Service Offset	2104	Company	Network Integration Transmission Service Offset
			2106	CRES	Non-Zone Network Integration Transmission Service
1108	Company	Transmission Enhancement	2108	Company	Transmission Enhancement
1109	Company	MTEP Project Cost Recovery	2109	Company	MTEP Project Cost Recovery
1110	CRES	Direct Assignment Facilities	2110	CRES	Direct Assignment Facilities
1120	CRES	Other Supporting Facilities	2120	CRES	Other Supporting Facilities
1130	CRES	Firm Point-to-Point Transmission Service	2130	CRES	Firm Point-to-Point Transmission Service
			2132	CRES	Internal Firm Point-to-Point Transmission Service
1133	CRES	Firm Point-to-Point Transmission Service Resale	2133	CRES	Firm Point-to-Point Transmission Service Resale
1135	CRES	Neptune Voluntary Released Transmission Service (Firm)	2135	CRES	Neptune Voluntary Released Transmission Service (Firm)
1138	CRES	Linden Voluntary Released Transmission Service (Firm)	2138	CRES	Linden Voluntary Released Transmission Service (Firm)
1140	CRES	Non-Firm Point-to-Point Transmission Service	2140	CRES	Non-Firm Point-to-Point Transmission Service
			2142	CRES	Internal Non-Firm Point-to-Point Transmission Service
1143	CRES	Non-Firm Point-to-Point Transmission Service Resale	2143	CRES	Non-Firm Point-to-Point Transmission Service Resale
1145	CRES	Neptune Voluntary Released Transmission Service (Non-Firm)	2145	CRES	Neptune Voluntary Released Transmission Service (Non-Firm)
1146	CRES	Neptune Default Released Transmission Service (Non-Firm)	2146	CRES	Neptune Default Released Transmission Service (Non-Firm)
1147	CRES	Neptune Unscheduled Usage Billing Allocation			
1155	CRES	Linden Voluntary Released Transmission Service (Non-Firm)	2155	CRES	Linden Voluntary Released Transmission Service (Non-Firm)
1156	CRES	Linden Default Released Transmission Service (Non-Firm)	2156	CRES	Linden Default Released Transmission Service (Non-Firm)
1157	CRES	Linden Unscheduled Usage Billing Allocation			
1200	CRES	Day-ahead Spot Market Energy			
1205	CRES	Balancing Spot Market Energy			
1210	CRES	Day-ahead Transmission Congestion	2210	CRES	Transmission Congestion
1215	CRES	Balancing Transmission Congestion			
			2217	CRES	Planning Period Excess Congestion
1218	Company	Planning Period Congestion Uplift	2218	Company	Planning Period Congestion Uplift
1220	CRES	Day-ahead Transmission Losses	2220	CRES	Transmission Losses
1225	CRES	Balancing Transmission Losses			
1230	CRES	Inadvertent Interchange			
1240	CRES	Day-ahead Economic Load Response	2240	CRES	Day-ahead Economic Load Response
1241	CRES	Real-time Economic Load Response	2241	CRES	Real-time Economic Load Response

APPENDIX A

PJM Billing Statement Line Items (as of July 7, 2014)					
ID #	**Resp.**	**CHARGES**	**ID #**	**Resp.**	**CREDITS**
1242	CRES	Day-Ahead Load Response Charge Allocation			
1243	CRES	Real-Time Load Response Charge Allocation			
1245	CRES	Emergency Load Response	2245	CRES	Emergency Load Response
1250	Company	Meter Error Correction			
1260	Company	Emergency Energy	2260	Company	Emergency Energy
1301	CRES	PJM Scheduling, System Control and Dispatch Service - Control Area Administration			
1302	CRES	PJM Scheduling, System Control and Dispatch Service - FTR Administration			
1303	CRES	PJM Scheduling, System Control and Dispatch Service - Market Support			
1304	CRES	PJM Scheduling, System Control and Dispatch Service - Regulation Market Administration			
1305	CRES	PJM Scheduling, System Control and Dispatch Service - Capacity Resource/Obligation Mgmt.			
1306	CRES	PJM Scheduling, System Control and Dispatch Service - Advanced Second Control Center			
1307	CRES	PJM Scheduling, System Control and Dispatch Service - Market Support Offset			
1308	CRES	PJM Scheduling, System Control and Dispatch Service Refund - Control Area Administration			
1309	CRES	PJM Scheduling, System Control and Dispatch Service Refund - FTR Administration			
1310	CRES	PJM Scheduling, System Control and Dispatch Service Refund - Market Support			
1311	CRES	PJM Scheduling, System Control and Dispatch Service Refund - Regulation Market Administration			
1312	CRES	PJM Scheduling, System Control and Dispatch Service Refund - Capacity Resource/Obligation Mgmt.			
1313	CRES	PJM Settlement, Inc.			
1314	CRES	Market Monitoring Unit (MMU) Funding			
1315	CRES	FERC Annual Charge Recovery			
1316	CRES	Organization of PJM States, Inc. (OPSI) Funding			
1317	CRES	North American Electric Reliability Corporation (NERC)			
1318	CRES	Reliability First Corporation (RFC)			
1320	Company	Transmission Owner Scheduling, System Control and Dispatch Service	2320	Company	Transmission Owner Scheduling, System Control and Dispatch Service
1330	Company	Reactive Supply and Voltage Control from Generation and Other Sources Service	2330	Company	Reactive Supply and Voltage Control from Generation and Other Sources Service
1340	CRES	Regulation and Frequency Response Service	2340	CRES	Regulation and Frequency Response Service
1350	CRES	Energy Imbalance Service	2350	CRES	Energy Imbalance Service
1360	CRES	Synchronized Reserve	2360	CRES	Synchronized Reserve
1362	CRES	Non-Synchronized Reserve	2362	CRES	Non-Synchronized Reserve
1365	CRES	Day-ahead Scheduling Reserve	2365	CRES	Day-ahead Scheduling Reserve
1370	CRES	Day-ahead Operating Reserve	2370	CRES	Day-ahead Operating Reserve
1371	CRES	Day-ahead Operating Reserve for Load Response	2371	CRES	Day-ahead Operating Reserve for Load Response
1375	Company	Balancing Operating Reserve	2375	Company	Balancing Operating Reserve
1376	Company	Balancing Operating Reserve for Load Response	2376	Company	Balancing Operating Reserve for Load Response

APPENDIX A

PJM Billing Statement Line Items (as of July 7, 2014)					
ID #	**Resp.**	**CHARGES**	**ID #**	**Resp.**	**CREDITS**
1377	CRES	Synchronous Condensing	2377	CRES	Synchronous Condensing
1378	Company	Reactive Services	2378	Company	Reactive Services
1380	CRES	Black Start Service	2380	CRES	Black Start Service
1400	CRES	Load Reconciliation for Spot Market Energy			
1410	CRES	Load Reconciliation for Transmission Congestion			
1420	CRES	Load Reconciliation for Transmission Losses	2420	CRES	Load Reconciliation for Transmission Losses
1430	CRES	Load Reconciliation for Inadvertent Interchange			
1440	CRES	Load Reconciliation for PJM Scheduling, System Control and Dispatch Service			
1441	CRES	Load Reconciliation for PJM Scheduling, System Control and Dispatch Service Refund			
1442	CRES	Load Reconciliation for Schedule 9-6 - Advanced Second Control Center			
1444	CRES	Load Reconciliation for Market Monitoring Unit (MMU) Funding			
1445	CRES	Load Reconciliation for FERC Annual Charge Recovery			
1446	CRES	Load Reconciliation for Organization of PJM States, Inc. (OPSI) Funding			
1447	CRES	Load Reconciliation for North American Electric Reliability Corporation (NERC)			
1448	CRES	Load Reconciliation for Reliability First Corporation (RFC)			
1450	Company	Load Reconciliation for Transmission Owner Scheduling, System Control and Dispatch Service			
1460	CRES	Load Reconciliation for Regulation and Frequency Response Service			
1470	CRES	Load Reconciliation for Synchronized Reserve			
1472	CRES	Load Reconciliation for Non-Synchronized Reserve			
1475	CRES	Load Reconciliation for Day-ahead Scheduling Reserve			
1478	CRES	Load Reconciliation for Balancing Operating Reserve			
1480	CRES	Load Reconciliation for Synchronous Condensing			
1490	CRES	Load Reconciliation for Reactive Services			
1500	CRES	Financial Transmission Rights Auction	2500	CRES	Financial Transmission Rights Auction
			2510	CRES	Auction Revenue Rights
1600	CRES	RPM Auction	2600	CRES	RPM Auction
1610	CRES	Locational Reliability			
			2620	CRES	Interruptible Load for Reliability
			2630	CRES	Capacity Transfer Rights
			2640	CRES	Incremental Capacity Transfer Rights
1650	CRES	Auction Specific MW Capacity Transaction	2650	CRES	Auction Specific MW Capacity Transaction
1660	CRES	Demand Resource and ILR Compliance Penalty	2660	CRES	Demand Resource and ILR Compliance Penalty
1661	CRES	Capacity Resource Deficiency	2661	CRES	Capacity Resource Deficiency
1662	CRES	Generation Resource Rating Test Failure	2662	CRES	Generation Resource Rating Test Failure

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PJM Billing Statement Line Items (as of July 7, 2014)					
ID #	**Resp.**	**CHARGES**	**ID #**	**Resp.**	**CREDITS**
1663	CRES	Qualifying Transmission Upgrade Compliance Penalty	2663	CRES	Qualifying Transmission Upgrade Compliance Penalty
1664	CRES	Peak Season Maintenance Compliance Penalty	2664	CRES	Peak Season Maintenance Compliance Penalty
1665	CRES	Peak-Hour Period Availability	2665	CRES	Peak-Hour Period Availability
1666	CRES	Load Management Test Failure	2666	CRES	Load Management Test Failure
1670	CRES	FRR LSE Reliability	2670	CRES	FRR LSE Reliability
1680	CRES	FRR LSE Demand Resource and ILR Compliance Penalty	2680	CRES	FRR LSE Demand Resource and ILR Compliance Penalty
1681	CRES	FRR LSE Capacity Resource Deficiency	2681	CRES	FRR LSE Capacity Resource Deficiency
1682	CRES	FRR LSE Generation Resource Rating Test Failure	2682	CRES	FRR LSE Generation Resource Rating Test Failure
1683	CRES	FRR LSE Qualifying Transmission Upgrade Compliance Penalty	2683	CRES	FRR LSE Qualifying Transmission Upgrade Compliance Penalty
1684	CRES	FRR LSE Peak Season Maintenance Compliance Penalty	2684	CRES	FRR LSE Peak Season Maintenance Compliance Penalty
1685	CRES	FRR LSE Peak-Hour Period Availability	2685	CRES	FRR LSE Peak-Hour Period Availability
1686	CRES	FRR LSE Load Management Test Failure	2686	CRES	FRR LSE Load Management Test Failure
1687	CRES	FRR LSE Schedule 9-5	2687	CRES	FRR LSE Schedule 9-5
1688	CRES	FRR LSE Schedule 9-6	2688	CRES	FRR LSE Schedule 9-6
1710	CRES	PJM/MISO Seams Elimination Cost Assignment	2710	CRES	PJM/MISO Seams Elimination Cost Assignment
1712	CRES	Intra-PJM Seams Elimination Cost Assignment	2712	CRES	Intra-PJM Seams Elimination Cost Assignment
1720	CRES	RTO Start-up Cost Recovery	2720	CRES	RTO Start-up Cost Recovery
1730	CRES	Expansion Cost Recovery	2730	CRES	Expansion Cost Recovery
1900	CRES	Unscheduled Transmission Service			
1910	CRES	Ramapo Phase Angle Regulators	2910	CRES	Ramapo Phase Angle Regulators
1911	CRES	Michigan - Ontario Interface Phase Angle Regulators			
			2912	CRES	CT Lost Opportunity Cost Allocation
1920	CRES	Station Power			
1930	Company	Generation Deactivation	2930	Company	Generation Deactivation
1932	Company	Generation Deactivation Refund	2932	Company	Generation Deactivation Refund
1950	CRES	Virginia Retail Administrative Fee	2950	CRES	Virginia Retail Administrative Fee
1952	CRES	Deferred Tax Adjustment	2952	CRES	Deferred Tax Adjustment
1955	CRES	Deferral Recovery	2955	CRES	Deferral Recovery
1980	CRES	Miscellaneous Bilateral	2980	CRES	Miscellaneous Bilateral
1995	CRES	PJM Annual Membership Fee			
			2996	CRES	Annual PJM Cell Tower
			2997	CRES	Annual PJM Building Rent
1999	CRES	PJM Customer Payment Default			

RIDER GDR
Government Directives Recovery Rider

APPLICABILITY:

Applicable to any customer who receives electric service under the Company's rate schedules. This Government Directives Recovery Rider (GDR) charge is a fixed monthly charge and will be effective for service rendered beginning June 1, 2016. This Rider is not avoidable for customers during the period the customer takes electric generation service from a certified supplier.

PURPOSE:

Charges set forth in this Rider shall recover costs associated with federal or state government mandates enacted after August 4, 2014.

CHARGE*:

RS	$0.0000
GS	$0.0000
GP	$0.0000
GSU	$0.0000
GT	$0.0000
STL (per lighting unit)	$0.0000
TRF	$0.0000
POL	$0.0000

* The charges listed above, except those for rate schedule STL, will be applied per customer, per month. Any customer who receives electric service under rate schedule STL will have the above charge applied per lighting unit, per month.

RIDER UPDATES:

The charges contained in this Rider shall be updated and reconciled on a semi-annual basis. No later than December 1st and June 1st of each year, the Company shall file with the PUCO a request for approval of these charges which, unless otherwise ordered by the PUCO, shall become effective on a service rendered basis on January 1st and July 1st of each year, beginning January 1, 2017.

RIDER RRS
Retail Rate Stability Rider

APPLICABILITY:

Applicable to any customer who receives electric service under the Company's rate schedules. This Retail Rate Stability Rider (RRS) will be effective for service rendered beginning June 1, 2016. This Rider is not avoidable for customers during the period the customer takes electric generation service from a certified supplier.

The RRS charges will apply, by rate schedule, as follows:

RATE:

RS (all kWhs, per kWh)		¢
GS (per kW of Billing Demand)	$	
GP (per kW of Billing Demand)	$	
GSU (per kVA of Billing Demand)	$	
GT (per kVA of Billing Demand)	$	
STL (all kWhs, per kWh)		¢
TRF (all kWhs, per kWh)		¢
POL (all kWhs, per kWh)		¢

RIDER UPDATES:

The charges contained in this Rider shall be updated on a quarterly basis. No later than February 1st, May 1st, August 1st, and November 1st of each year, the Company will file with the PUCO a request for approval of the Rider charges which, unless otherwise ordered by the PUCO, shall become effective on a service rendered basis on March 1st, June 1st, September 1st, and December 1st of each year. This Rider shall expire with service rendered through May 31, 2024, subject to final reconciliation.

RIDER ORR
Ohio Renewable Resources Rider

APPLICABILITY:

Applicable to any customer who receives electric service under the Company's rate schedules. This Ohio Renewable Resources Rider (ORR) will be effective for service rendered beginning June 1, 2016. This Rider is not avoidable for customers during the period the customer takes electric generation service from a certified supplier.

The ORR charges will apply, by rate schedule, as follows:

RATE:

RS (all kWhs, per kWh)	0.0000¢
GS (per kW of Billing Demand)	$0.0000
GP (per kW of Billing Demand)	$0.0000
GSU (per kVa of Billing Demand)	$0.0000
GT (per kVa of Billing Demand)	$0.0000
STL (all kWhs, per kWh)	0.0000¢
TRF (all kWhs, per kWh)	0.0000¢
POL (all kWhs, per kWh)	0.0000¢

RIDER UPDATES:

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

RIDER HLF
Commercial High Load Factor Experimental Time-of-Use Rider

AVAILABILITY:

Available to qualifying commercial customers with headquarters located in Ohio having at least 30 facilities in the Companies' combined service territory with each facility consuming at least 1,500,000 kWh annually and having refrigeration as a major portion of the load. In addition, each individual facility must have interval metering, must have an average monthly load factor during the preceding 12 months of 70% or higher, and must otherwise be served under the Companies' Rate GS or Rate GP rate schedules. Once a facility qualifies for the Commercial High Load Factor Experimental Time-of-Use Rider (HLF) and is enrolled in Rider HLF, that facility may remain on Rider HLF notwithstanding any subsequent change in the load characteristics of the facility or reduction in energy consumption by the facility.

Rider HLF shall be applied in lieu of the Generation Service Rider (GEN), effective for service rendered beginning June 1, 2016, for customers participating in this voluntary experimental program.

RATE:

For customers with the appropriate qualifying interval metering and who elect to be served under Rider HLF, the charge by rate schedule will be as shown below, for all kWhs, per kWh:

Rider HLF Charges

	Summer Midday Peak Hours	All Other Hours
Rate GS	19.0793¢	4.0616¢
Rate GP	18.4174¢	3.9210¢

For billing purposes, the summer rates shall be applicable during each summer billing period as defined in the Electric Service Regulations.

Midday-peak time shall be noon to 6 p.m. EST, Monday through Friday, excluding holidays.

Holidays are defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

METERING:

The customer must arrange for interval metering consistent with the Company's Miscellaneous Charges, Tariff Sheet 75.

TERM:

This Rider shall expire with service rendered through May 31, 2024.

RIDER HLF
Commercial High Load Factor Experimental Time-of-Use Rider

A customer may terminate its participation in Rider HLF at any time effective with the next scheduled meter reading, following appropriate notice to the Company by the customer. A customer may return to Rider HLF at any time provided that the customer meets the qualifications set forth in the rider.

RIDER UPDATES:

The charges contained in this Rider shall be updated annually. No later than May 1st of each year, the Company will file with the PUCO a request for approval of the Rider charges coincident with the Rider GEN filing which, unless otherwise ordered by the PUCO, shall become effective on a service rendered basis on June 1st of each year.

RIDER RCE
Retail Competition Enhancement Rider

APPLICABILITY:

Applicable to all customers taking electric service under the Company's rate schedules, with the exception of Rate GT customers and customers who participate in the Percentage of Income Payment Plan (PIPP) program. The Retail Competition Enhancement Rider (RCE) will apply, by rate schedule. This Rider is avoidable for customers during the period the customer takes electric generation service from a certified supplier.

Rider RCE shall be applied, effective for service rendered beginning June 1, 2016, for all kWhs per kWh, and remain in effect through May 31, 2024.

RATE:

RS	0.0000¢
GS	0.0000¢
GP	0.0000¢
GSU	0.0000¢
STL	0.0000¢
TRF	0.0000¢
POL	0.0000¢

This foregoing document was electronically filed with the Public Utilities

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in

Case No(s). 14-1297-EL-SSO

Summary: Tariff filing in Compliance with Order electronically filed by Ms. Tamera J Singleton on behalf of The Toledo Edison Company and Mikkelsen, Eileen M