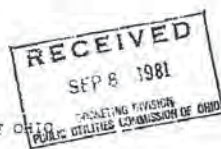


8-1062-EI-ATR.

*File
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BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

Petition and Application of Ohio Valley Electric Corporation, The Cincinnati Gas & Electric Company, Columbus and Southern Ohio Electric Company, The Dayton Power and Light Company, Monongahela Power Company, Ohio Edison Company, Ohio Power Company and The Toledo Edison Company (1) for consent to and approval of Modification No. 6 to a contract between and among said companies pursuant to section 4905.18 of the Revised Code, (2) for authority to amend said contract, as provided by said Modification No. 6 thereto, and to amend a power agreement between Ohio Valley Electric Corporation and the United States of America, as provided in Modification No. 12 thereto, a. an arrangement, variable rate and financial device pursuant to section 4905.31 of the Revised Code, and (3) for permission to file said amendments to said contracts, heretofore approved and filed pursuant to Orders of this Commission in prior proceedings before this Commission.

APPLICATION

To the Honorable, The Public Utilities Commission of Ohio:

Each of your petitioners is a public utility as defined in section 4905.02 of the Revised Code.

On July 21, 1953, this Honorable Commission, in proceeding No. 24-150 approved certain contracts between your petitioner Ohio Valley Electric Corporation, herein referred to as OVEC, and other electric utilities (among which were your other petitioners herein), designated in said contracts and in the Commission's order as Sponsoring Companies, including particularly that contract designated as the Inter-Company Power Agreement, (1) as connected and

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interdependent contracts to enable the petitioners, being the same as your petitioners herein (other than Monongahela Power Company, which was at such time a Sponsoring Company but was not a public utility as defined in section 4905.02 of the Revised Code), to operate their lines and plants in connection with each other, and (2) in combination, as arrangements, variable rates and other financial devices; and copies of said agreements were, pursuant to said order, filed with the Commission as a schedule of rates and charges and regulations and practices affecting the same for power furnished by said Sponsoring Companies to OVEC, and by OVEC to said Sponsoring Companies, including your petitioners herein other than OVEC.

By orders dated July 27, 1966, January 30, 1967, August 4, 1970, June 16, 1976 and March 19, 1980 this Commission in proceedings No. 34,029, No. 34,346, No. 36,636, No. 76-427-ATR and No. 80-174-EL-ATR approved the filing by OVEC of certain amendments (hereinafter referred to as "Modifications No. 1 through No. 5") to the Inter-Company Power Agreement and to the schedule represented by said Inter-Company Power Agreement in said proceedings No. 34,029, No. 34,346, No. 36,636, No. 76-427-ATR and No. 80-174-EL-ATR. This Commission further approved the arrangements enabling the petitioners there to operate their lines and plants in connection with each other and the variable

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 CHIEF CLERK *[Signature]* JUNE 1988

rates and other financial devices evidenced by the Inter-Company Power Agreement as so amended by Modifications No. 1 through No. 5.

The Inter-Company Power Agreement was designated in proceeding No. 24,150 as Exhibit "F-1", Modification No. 1 to the Inter-Company Power Agreement was designated in proceeding No. 34,029 as Exhibit "D", Modification No. 2 to the Inter-Company Power Agreement was designated in proceeding No. 34,346 as Exhibit "D", Modification No. 3 to the Inter-Company Power Agreement was designated in proceeding No. 36,636 as Exhibit "B", Modification No. 4 to the Inter-Company Power Agreement was designated in proceeding No. 76-427-ATR as Exhibit "D", Modification No. 5 to the Inter-Company Power Agreement was designated in proceeding No. 80-174-EL-ATR as Exhibit "D", and such instruments are incorporated herein by reference thereto collectively as Exhibit "A".

This Honorable Commission, by order dated January 29, 1953 in proceeding No. 23,719 and by said order dated July 21, 1953 in proceeding No. 24,150, also approved a contract between your petitioner OVSC and the United States Atomic Energy Commission, hereinafter referred to as AEC, together with the variable rates and other financial devices evidenced thereby. A copy of said contract (herein referred to as "AEC Power Agreement"), together with an amendment

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(herein referred to as "AEC Modification No. 1") thereof dated July 23, 1953, was, pursuant to said order, filed with the Commission as a schedule of rates and charges and regulations and practices affecting the same for power furnished by OVEC to said AEC.

By order dated April 27, 1954, in proceeding No. 32,418, this Commission approved the filing by OVEC of certain amendments (hereinafter referred to as "AEC Modification No. 2") to the schedule represented by said AEC Power Agreement between OVEC and AEC. In said proceeding No. 32,419, this Commission further approved the arrangements and the variable rates and other financial devices evidenced by the AEC Power Agreement as amended by AEC Modifications No. 1 and No. 2.

By order dated July 27, 1966, in proceeding No. 34,029, this Commission approved the filing by OVEC of certain amendments (hereinafter referred to as "AEC Modification No. 3") to the schedule represented by said AEC Power Agreement between OVEC and AEC. In said proceeding No. 34,029, this Commission further approved the arrangements and the variable rates and other financial devices evidenced by the AEC Power Agreement as amended by AEC Modifications No. 1 through No. 3.

By order dated January 30, 1967, in proceeding No. 34,346, this Commission approved the filing by OVEC of cer-

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tain amendments (hereinafter referred to as "AEC Modification No. 4") to the schedule represented by said AEC Power Agreement between OVEC and AEC. In said proceeding No. 34,346, this Commission further approved the arrangements and the variable rates and other financial devices evidenced by the AEC Power Agreement between OVEC and AEC as amended by AEC Modifications No. 1 through No. 4.

By order dated August 22, 1967, in proceeding No. 34,690, this Commission approved the filing by OVEC of certain amendments (hereinafter referred to as "AEC Modification No. 5") to the schedule represented by said AEC Power Agreement between OVEC and AEC. In said proceeding No. 34,690, this Commission further approved the arrangements and the variable rates and other financial devices evidenced by the AEC Power Agreement as amended by AEC Modifications No. 1 through No. 5.

By order dated August 4, 1970, in proceeding No. 36,636, this Commission approved the filing by OVEC of certain amendments (hereinafter referred to as "AEC Modification No. 6") to the schedule represented by said AEC Power Agreement between OVEC and AEC. In said proceeding No. 36,636, this Commission further approved the arrangements and the variable rates and other financial devices evidenced by the AEC Power Agreement as amended by AEC Modifications No. 1 through No. 6.

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Pursuant to the Energy Reorganization Act of 1974, the AEC was abolished on January 19, 1975, and certain of its functions, including the procurement of electric power pursuant to said AEC Power Agreement as amended, were transferred to and vested in the Administrator of Energy Research and Development, hereinafter referred to as ERDA.

By order dated June 16, 1976, in proceeding No. 76-427-ATR, this Commission approved the filing by OVEC of certain amendments (hereinafter referred to as "AEC modification No. 7") to the schedule represented by said AEC Power Agreement between OVEC and ERDA. In said proceeding No. 76-427-ATR, this Commission further approved the arrangements and the variable rates and other financial devices evidenced by the AEC Power Agreement as amended by AEC Modifications No. 1 through No. 7.

By order dated July 26, 1977, in proceeding No. 77-924-EL-ATR, this Commission approved the filing by OVEC of certain amendments (hereinafter referred to as "AEC Modification No. 8") to the schedule represented by said AEC Power Agreement between OVEC and ERDA. In said proceeding No. 77-924-EL-ATR, this Commission further approved the arrangements and the variable rates and other financial devices evidenced by the AEC Power Agreement as amended by AEC Modifications No. 1 through No. 8.

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Pursuant to the Department of Energy Organization Act, on October 1, 1977 certain of the functions of ERDA, including the procurement of electric power pursuant to said AEC Power Agreement as amended, were transferred to and vested in the Secretary of Energy, the statutory head of the Department of Energy, hereinafter referred to as DOE.

By order dated October 4, 1978, in proceeding No. 78-1253-EL-ATR, this Commission approved the filing by OVEC of certain amendments (hereinafter referred to as "AEC Modification No. 9") to the schedule represented by said AEC Power Agreement between OVEC and DOE. In said proceeding No. 78-1253-EL-ATR, this Commission further approved the arrangements and the variable rates and other financial devices evidenced by the AEC Power Agreement as amended by AEC Modifications No. 1 through No. 9.

By order dated November 14, 1979, in proceeding No. 79-944-EL-AEC, this Commission approved the filing by OVEC of certain amendments (hereinafter referred to as "AEC Modification No. 10") to the schedule represented by said AEC Power Agreement between OVEC and DOE. In said proceeding No. 79-944-EL-AEC, this Commission further approved the arrangements and the variable rates and other financial devices evidenced by the AEC Power Agreement as amended by AEC Modifications No. 1 through No. 10.

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By order dated March 19, 1980, in proceeding No. 80-174-EL-ATR, this Commission approved the filing by OVEC of certain amendments (hereinafter referred to as "AEC Modification No. 11") to the schedule represented by said AEC Power Agreement between OVEC and DOE. In said proceeding No. 80-174-EL-ATR, this Commission further approved the arrangements and the variable rates and other financial devices evidenced by the AEC Power Agreement as amended by AEC Modifications No. 1 through No. 11.

The said AEC Power Agreement was designated in proceeding No. 23 518 as Exhibit "E", AEC Modification No. 1 thereto was designated in proceeding No. 24,150 as Exhibit "L-1", AEC Modification No. 2 thereto was designated in proceeding No. 32,418 as Exhibit "B", AEC Modification No. 3 thereto was designated in proceeding No. 34,029 as Exhibit "C", AEC Modification No. 4 thereto was designated in proceeding No. 34,346 as Exhibit "C", AEC Modification No. 5 thereto was designated in proceeding No. 34,690 as Exhibit "B", AEC Modification No. 6 thereto was designated in proceeding No. 36,536 as Exhibit "A", AEC Modification No. 7 thereto was designated in proceeding No. 76-427 ATR as Exhibit "C", AEC Modification No. 8 thereto was designated in proceeding No. 77-924-EL-ATR as Exhibit "B", AEC Modification No. 9 thereto was designated in proceeding No. 78-1253-EL-ATR as Exhibit "B", AEC Modification No. 10

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thereto was designated in proceeding No. 79-944-EL-AEC as Exhibit "B", AEC Modification No. 11 thereto was designated in proceeding No. 80-174-EL-AEC as Exhibit "C", and such instruments are incorporated herein by reference thereto collectively as Exhibit "B".

In 1980 and 1981, DCE advised OVEC of its belief that it was desirable to reduce the production of enriched uranium at DCE's gaseous diffusion plant near Portsmouth, Ohio, the power requirements of which are supplied pursuant to the AEC Power Agreement, as amended by AEC Modifications No. 1 through No. 11 (Exhibit "B" hereto), and proposed that the AEC Power Agreement, as amended, be further amended to reduce the DOE contract demand thereunder. After ensuing negotiations, OVEC and DOE entered into Modification No. 12 to the AEC Power Agreement (referred to herein as "AEC Modification No. 12"), a copy of which is annexed hereto as Exhibit "C" and made a part hereof, with the objective of modifying the arrangements, variable rates and other financial devices provided by the AEC Power Agreement, as amended by AEC Modifications No. 1 through No. 11 (Exhibit "B" hereto), to provide for (1) the reduction of the DOE contract demand in the periods and to the amounts stated in AEC Modification No. 12; (2) the entitlement of OVEC, under certain circumstances, to require an increase in the DOE contract demand; and (3) the remittance to DOE of, or the a -

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justment of the demand charges payable by DOE to reflect amounts collected by OVEC from the Sponsoring Companies with respect to the financing of pollution control facilities of OVEC and its wholly-owned subsidiary, Indiana-Kentucky Electric Corporation, which are subject to certain agreements of sale referred to in AEC Modification No. 12.

Consistent with the provisions of Exhibit "C", OVEC and the Sponsoring Companies, including your petitioners other than OVEC, have agreed upon and executed Modification No. 6 to the Inter-Company Power Agreement (referred to herein as "Modification No. 6"), a copy of which is annexed hereto as Exhibit "D" and made a part hereof.

Modification No. 6 would modify the Inter-Company Power Agreement as a contract enabling your petitioners to operate their lines and plants in connection with each other, as aforesaid; and would modify the arrangements, variable rates and other financial devices provided by the Inter-Company Power Agreement so as to reflect the modifications made in AEC Modification No. 12.

Each of your petitioners which is a Sponsoring Company believes that it is in the public interest, and in the interests of consumers served by such Sponsoring Company that such Sponsoring Company effect arrangements under which it can purchase, pursuant to the surplus power reservation procedures provided in the Inter-Company Power Agreement, a

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proportionate share of the power and energy made available as a result of the proposed reduction in the DCE contract demand; that occasions may arise from time to time subsequent to the effective date AEC Modification No. 12 to the AE' Power Agreement and prior to September 30, 1988 in the case of each Sponsoring Company when, but for the availability of such surplus power, each Sponsoring Company will not have available operable generating capacity of its own to meet increment of its load; that occasions may also arise, in the case of each Sponsoring Company, when surplus power, and the energy related thereto, will qualify as "economic power", as defined in Rule 4901:1-11-01(H), of the Administrative Code, and that, in such instances, it will be in the public interest to provide a means whereby such economic power can be purchased and the fixed costs associated therewith included as a part of the electric fuel component of the Sponsoring Company involved.

The application made hereby is not an application for an increase in any rate, joint rate, toll, classification, charge or rental.

Each petitioner in signing this petition and application thereby represents only that the information herein contained is correct insofar as it relates to it or to joint action to which it is a party and, subject to the foregoing,

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none assumes any responsibility for any information concerning any other petitioner or applicant.

WHEREFORE, your applicant OVEC respectfully prays for an order specifically approving the arrangements, variable rates and financial devices set forth in the AEC Power Agreement, as amended by AEC Modification No. 1 thereto filed with the Commission, as provided in section 4905.48 of the Revised Code; and

All of your petitioners and applicants respectfully pray and each of them prays:

(1) For an order consenting to and approving the contract hereinbefore designated as Modification No. 1 to the Inter-Company Power Agreement, Exhibit "D" hereto, as a contract and as an amendment to a contract enabling the parties to operate their lines or plants in connection with each other as provided in section 4905.48 of the Revised Code.

(2) For an order specifically approving the arrangements, variable rates and financial devices contained in the Inter-Company Power Agreement as amended by said Modification No. 6 thereto filed with the Commission as provided in section 4905.31 of the Revised Code.

Your petitioner OVEC further prays for an order (a) granting permission to file (i) the rates and charges, regulations and practices specified in AEC Modification No.

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12 to the AEC Power Agreement, and (ii) those specified in Modification No. 5 of the Inter-Company Power Agreement, and to conform its schedules thereto by filing conformed copies of said documents with your Honorable Commission, pursuant to section 4909.18 of the Revised Code, and (b) fixing the time, to wit, the date on which an order is entered, when such conformed schedules shall take effect.

All of your petitioners also respectfully pray, and each of them further prays, for all other and proper relief and orders which the Commission, in the exercise of its jurisdiction, may determine proper and find that the circumstances require in the premises and in order to authorize the performance of said agreements.

This petition and application has been executed by the different parties hereto in separate counterparts, each of which is to be deemed an original but all of which together constitute a single petition and application.

SIMPSON THACHER & BARTLETT

OHIO VALLEY ELECTRIC CORPORATION

Simpson Thacher & Bartlett
Attorneys for Ohio Valley
Electric Corporation
One Battery Park Plaza
New York, New York 10004
(212) 908-2830

By *Ralph D. O'Connell*
Sr. Vice President
By *Thomas M. Ward*
Secretary

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STATE OF OHIO)
COUNTY OF FRANKLIN) ss:

Before me, a Notary Public, in and for Franklin County in the State of Ohio, personally appeared Ralph D. Dunlevy, Senior Vice President of OHIO VALLEY ELECTRIC CORPORATION, one of the petitioners and applicants in the foregoing petition and application, and being duly sworn says that the facts and allegations herein contained are true to the best of his knowledge and belief.

Ralph D. Dunlevy
Senior Vice President

Sworn to and subscribed to before me this 2nd day of September, 1981.

Rose A. Bowman
Notary Public

ROSE A. BOWMAN
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES 2-2-82

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STATE OF OHIO)
 : ss.:
COUNTY OF PIKE)

Before me, a Notary Public, in and for Pike County
in the State of Ohio, personally appeared Thomas N. Ward,
Secretary of OHIO VALLEY ELECTRIC CORPORATION, one of the
petitioners and applicants in the foregoing petition and
application, and being duly sworn says that the facts and
allegations herein contained are true to the best of his
knowledge and belief.

Thomas N. Ward
Secretary

Sworn to and subscribed to before me this 21st day
of August, 1961.

Eleanor Jeanne Gary
Notary Public

ELEANOR JEANNE GARY
NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRES 2/24/66

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THE CINCINNATI GAS & ELECTRIC
COMPANY

Harmon J. Moran
Attorneys for The Cincinnati
Gas & Electric Company

By W. H. Dinkley
President

By D. L. Blum
Secretary

STATE OF OHIO)
) ss.:
COUNTY OF HAMILTON)

Before me, a Notary Public, in and for Hamilton
County in the State of Ohio, personally appeared
W. H. Dinkley and D. L. Blum, President and
Secretary, respectively, of THE CINCINNATI GAS & ELECTRIC
COMPANY, one of the petitioners and applicants in the fore-
going petition and application, and each being duly sworn
says that the facts and allegations herein contained are
true to the best of his knowledge and belief.

W. H. Dinkley
President

D. L. Blum
Secretary

Sworn to and subscribed to before me this 2nd day
September
of August, 1981.

Virginia P. Muhlroffer
Notary Public

VIRGINIA P. MUHLROFFER
Notary Public, State of Ohio
My Commission Expires July 26, 1982

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CAMERA OPERATOR W. H. Dinkley DATE PROCESSED 9-2-81

COLUMBUS AND SOUTHERN
OHIO ELECTRIC COMPANY

Attorneys for Columbus and
Southern Ohio Electric
Company

By Burt Ray
President
By M. E. McCain
Secretary

STATE OF OHIO)
: ss.:
COUNTY OF FRANKLIN)

Before me, a Notary Public, in and for Franklin
County in the State of Ohio, personally appeared B.T. Ray
and M.E. McCain, President and Secretary, respectively, of
COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY, one of the pet-
itioners and applicants in the foregoing petition and
application, and each being duly sworn says that the facts
and allegations herein contained are true to the best of his
knowledge and belief.

Burt Ray
President
M. E. McCain
Secretary

Sworn to and subscribed to before me this 31st day
of August, 1981.

Eileen W. Walling
Notary Public
EILEEN W. WALLING
NOTARY PUBLIC-STATE OF OHIO
MY COMMISSION EXPIRES NOV. 12, 1985

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THE DAYTON POWER AND
LIGHT COMPANY

J.R.D.
Attorney for The Dayton
Power and Light Company

By Carl R. Morey
Vice President, Energy Production

By Daniel
Assistant Secretary

STATE OF OHIO)
COUNTY OF MONTGOMERY) ss.:

Before me, a Notary Public, in and for Montgomery
County in the State of Ohio, personally appeared
C. R. Morey, and D. A. Mill, Vice President and Assistant
Secretary, respectively, of THE DAYTON POWER & LIGHT
COMPANY, one of the petitioners and applicants in the fore-
going petition and application, and each being duly sworn
says that the facts and allegations herein contained are
true to the best of his knowledge and belief.

Carl R. Morey
Vice President, Energy Production

Daniel
Assistant Secretary

Sworn to and subscribed to before me this 3rd day
of August, 1981.

J. H. Baugh
Notary Public

J. H. BAUGH, Notary Public
for the State of Ohio
Exp. Commission Expires March 27, 1984



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CAMERA OPERATOR D. A. Mill DATE PROCESSED 8-9-81

Attorneys for Monongahela
Power Company

MONONGAHELA POWER COMPANY

By Frank J. Eppich
Vice President

By Carroll E. Summers
Assistant Secretary

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

Before me, a Notary Public, in and for New York County in
the State of New York, personally appeared Frank J. Eppich, and Carroll
E. Summers, Vice President and Assistant Secretary, respectively, of
MONONGAHELA POWER COMPANY, one of the petitioners and applicants in the
foregoing petition and application, and each being duly sworn says that
the facts and allegations herein contained are true to the best of his
knowledge and belief.

Frank J. Eppich
Vice President

Carroll E. Summers
Assistant Secretary

Sworn to and subscribed to before me this 3rd day of September, 1981.

Thomas L. Padon
Notary Public

VERONICA T. MATHONEY
Notary Public, State of New York
No. 01-572120 - Clerk in Charge
Certificate Filed in Brokers Society
List, with New York State Office
Commission Expires March 10, 1982

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OHIO EDISON COMPANY

Attorneys for Ohio Edison
Company

By Justin T. Rogers, Jr.
President

By G. F. LaFlame
Secretary

STATE OF OHIO)
 : ss.:
COUNTY OF SUMMIT)

Before me, a Notary Public, in and for Summit
County in the State of Ohio, personally appeared Justin T. Rogers, Jr.
and G. F. LaFlame, President and Secretary, respectively,
of OHIO EDISON COMPANY, one of the petitioners and appli-
cants in the foregoing petition and application, and each
being duly sworn says that the facts and allegations herein
contained are true to the best of his knowledge and belief.

Justin T. Rogers, Jr.
President

G. F. LaFlame
Secretary

Sworn to and subscribed to before me this 24th day
of August, 1981.

Bett E. DeLuco
Notary Public

BETT E. DELUCCO
Notary Public, State of Ohio
Resident of Summit County
My Commission Expires Aug. 12, 1984

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CAMERA OPERATOR De DATE PROCESSED 8.9.81

OHIO POWER COMPANY

Attorneys for Ohio Power
Company

By C. A. Heller
President

By John P. Burt
Secretary

STATE OF ^{Ohio} ~~NEW YORK~~)
COUNTY OF ^{Franklin} ~~NEW YORK~~) ss.:

Before me, a Notary Public, in and for ^{Franklin} ~~New York~~
County in the State of ^{Ohio} ~~New York~~, personally appeared
C. A. Heller and John P. Burt, President and
Secretary, respectively, of OHIO POWER COMPANY, one of the
petitioners and applicants in the foregoing petition and
application, and each being duly sworn says that the facts
and allegations herein contained are true to the best of his
knowledge and belief.

C. A. Heller
President
John P. Burt
Secretary

Sworn to and subscribed to before me this 31st day of
August, 1981.

Rose Q. Bowman
Notary Public

ROSE A. BOWMAN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 2/28/85

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CAMERA OPERATOR [Signature] DATE PROCESSED 8-9-81

THE TOLEDO EDISON COMPANY

James F. Cooke
Attorneys for The Toledo
Edison Company

By [Signature]
President
Chairman

By [Signature]
Secretary

STATE OF OHIO)
 : ss.:
COUNTY OF LUCAS)

Before me, a Notary Public, in and for Lucas County
in the State of Ohio, personally appeared J.P. Williams and
Stratman Cooke, ~~President~~ ^{Chairman} and Secretary, respectively, of
THE TOLEDO EDISON COMPANY, one of the petitioners and appli-
cants in the foregoing petition and application, and each
being duly sworn says that the facts and allegations therein
contained are true to the best of his knowledge and belief.

[Signature]
Chairman

[Signature]
Secretary

Sworn to and subscribed to before me this 31st day
of August, 1981.

[Signature]
Notary Public

PAUL H. SMITH
Attorney at Law
Notary Public
My Commission Expires Date
Section 147.03 R.C.

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CAMERA OPERATOR [Signature]
DATE PROCESSED 9-8-81

Exhibit C

Modification No. 12

to

POWER AGREEMENT

Dated October 15, 1952

between

OHIO VALLEY ELECTRIC CORPORATION

AND

UNITED STATES OF AMERICA

Acting By and Through the

UNITED STATES ATOMIC ENERGY COMMISSION

and, subsequent to January 18, 1975, the

ADMINISTRATOR

of

ENERGY RESEARCH AND DEVELOPMENT

and, subsequent to September 30, 1977, the

SECRETARY OF ENERGY,

the statutory head of the

DEPARTMENT OF ENERGY

Dated as of August 1, 1981

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Contract No. DE-AC05-76OR01530
(Modification No. 12)

THIS MODIFICATION NO. 12, dated as of the 1st day of August, 1981, by and between OHIO VALLEY ELECTRIC CORPORATION, a corporation organized under the laws of the State of Ohio (hereinafter called the "Corporation") and the UNITED STATES OF AMERICA (hereinafter sometimes called the "Government"), acting by and through the SECRETARY OF ENERGY, the statutory head of the DEPARTMENT OF ENERGY (hereinafter called "DOE");

W I T N E S S E T H T H A T:

WHEREAS, Corporation and the Government have heretofore entered into a contract providing for the supply by Corporation of electric utility services to the United States Atomic Energy Commission (hereinafter called "AEC") at AEC's project near Portsmouth, Ohio (hereinafter called the "Project"), which contract has heretofore been modified by Modification No. 1, dated July 2, 1953, Modification No. 2, dated as of March 15, 1964, Modification No. 3, dated as of May 12, 1966, Modification No. 4, dated as of January 7, 1967, Modification No. 5, dated as of August 15, 1967, Modification No. 6, dated as of November 15, 1967, Modification No. 7, dated as of November 5, 1975, Modification No. 8, dated as of June 23, 1977, Modification No. 9, dated as of July 1, 1978, Modification No. 10, dated as of August 1,

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1979 and Modification No. 11, dated as of October 1, 1979 (said contract, as so modified, is hereinafter called the "DOE Power Agreement"); and

WHEREAS, pursuant to the Energy Reorganization Act of 1974, the AEC was abolished on January 19, 1975 and certain of its functions, including the procurement of electric utility services for the Project, were transferred to and vested in the Administrator of Energy Research and Development; and

WHEREAS, pursuant to the Department of Energy Organization Act, all of the functions vested by law in the Administrator of Energy Research and Development or the Energy Research and Development Administration were transferred to, and vested in, the Secretary of Energy on October 1, 1977; and

WHEREAS, Corporation and DOE desire to amend the DOE Power Agreement further as more particularly hereinafter provided;

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. Paragraph 1 of Section 2.05 of the DOE Power Agreement is amended to read in its entirety as follows:

"1. The amount of power which Corporation shall be obligated (unless excused from performing

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such obligation as a result of delivery by DOE of a notice of termination or reduction pursuant to Article VI of this Agreement or otherwise) to deliver at the point of delivery under this Agreement and the amount of power which DOE shall be obligated to purchase at said point of delivery (unless and to the extent such requirement shall be waived in writing by Corporation at the request of DOE), is herein referred to as the 'DOE contract demand' and shall, commencing on the effective date of Modification No. 12 to this Agreement, and for the remainder of the term of this Agreement, except as otherwise provided in clause (A) and in clause (B) of this paragraph 1, be that amount (such amount being herein referred to as the "Full Contract Quantity"), which, when added to the sum of (i) the kilowatt transmission losses thereon from the 345-kv buses of the project generating stations to the point of delivery, and (ii) the product of the Applicable Percentage and the sum of such amount and (i), shall equal the established capability of the project generating stations as determined from time to time in accordance with Appendix III hereto; provided, however (A) that, commencing with the effective date of Modification No. 12 to this Agreement and during the periods indicated, the DOE contract demand shall be, in lieu of the Full Contract Quantity, the respective amounts specified, in the tabulation below:

<u>Period (Inclusive Dates)</u>	<u>Megawatts</u>
Effective Date of Modification	
No. 12 - September 30, 1982	785
Oct. 1, 1982 - Sept. 30, 1983	1260
Oct. 1, 1983 - Sept. 30, 1984	1260
Oct. 1, 1984 - Sept. 30, 1985	1260
Oct. 1, 1985 - Sept. 30, 1986	1260
Oct. 1, 1986 - Sept. 30, 1987	1340
Oct. 1, 1987 - Sept. 30, 1988	1660

and provided further (B) that (a) notwithstanding anything contained above in clause (A) of this paragraph 1, Corporation shall be entitled, in its sole discretion, at any time and from time to time during the term of this Agreement, upon delivery by Corporation to DOE of a notice in writing at least 60 days (unless and to the extent DOE shall waive such notice requirement in writing; provided,

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however, that if Corporation shall be advised that it will be subject to a fine or penalty if it fails to limit the generation at either or both of the project generating stations for the purpose of limiting the emission of pollutants or the discharge of wastes, such notice period may, at the option of Corporation, without the consent of or any waiver by DOE, be less than 60 days but not less than 10 days), prior to the effective date of the increase specified in such notice (the effective date so specified in such notice being herein called the "Effective Date") to increase the DOE contract demand from the amount which, had Corporation not elected to deliver such notice, would otherwise be in effect on said Effective Date as the DOE contract demand, (1) by such amount, and (2) for such period commencing on said Effective Date (which may occur within a period covered by a prior notice) and extending to such date at least 90 days subsequent to said Effective Date, as shall be specified in such written notice, and (b) in the event that either of the events specified in clause (i) and clause (ii) of Section 6.05 of this Agreement shall occur on the effective date of Modification No. 12 to this Agreement or thereafter during the term of this Agreement, then, and in such event, if Corporation so elects pursuant to Section 6.05, for the purpose of computing the demand charges or modified demand charges payable by DOE as cancellation costs pursuant to Section 6.02 of this Agreement, and for all other purposes of this Agreement, the DOE contract demand in effect on the date of the occurrence of such event and thereafter shall be, and be deemed to be, the Full Contract Quantity; and provided further (C) that at no time during the term of this Agreement shall the DOE contract demand be deemed, for any purpose of this Agreement, to exceed the Full Contract Quantity."

2. Paragraphs 6 and 7 of Section 3.04 of the DOE Power Agreement are amended by deleting said paragraphs 6 and 7 in their entirety and substituting for said paragraph 6 the following:

"6. Commencing with the month in which Modification No. 12 to the DOE Power Agreement shall become effective and for each month thereafter dur-

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ing the term of this Agreement, Corporation shall, to the extent it sells power to one or more Sponsoring Companies pursuant to paragraph 1 of Section 3.08 of this Agreement, remit to DOE an amount equal to the Sponsoring Companies' Share of the Pollution Control Facility Payment applicable to such month, except that, to the extent that Corporation shall have, prior to the adjustment of the two provisional demand charges for such month or the next succeeding month pursuant to paragraph 4 of Section 3.04, collected such amount for such month from one or more Sponsoring Companies pursuant to Section 3.08, the amount so collected shall (in lieu of being remitted by Corporation to DOE) be reflected as a credit to, or adjustment of, the demand charges payable by DOE to Corporation pursuant to Section 3.04 of this Agreement; provided, however, that nothing contained in this paragraph 6 shall relieve, or be deemed to relieve, DOE from any obligation it may have under paragraph 3(a) of Section 3.04 of this Agreement to pay any amount referred to in said paragraph 3(a) directly to a trustee, as assignee, under an indenture pursuant to which bonds or other debt securities have been issued and sold."

3. Section 3.08 of the DOE Power Agreement is amended to add at the end of paragraph 1 thereof a new paragraph 2 as follows:

"2. During the period commencing with the month during which Modification No. 12 to this Agreement shall become effective and ending with the month of September 1988, both inclusive, Corporation shall, to the extent it sells power to one or more of the Sponsoring Companies pursuant to paragraph 1 of this Section 3.08, charge such Sponsoring Company or Sponsoring Companies for power sold during a month, as a part of the amount Corporation is obligated to charge pursuant to paragraph 1 of this Section 3.08, amounts which in the aggregate equal the Sponsoring Companies' Share of the Pollution Control Facility Payment applicable to such month. The Sponsoring Companies' Share of the Pollution Control Facility Payment for a month shall equal the product of (i) an amount determined by subtracting the DOE capacity ratio in effect during such month from unity, and (ii) the Pollu-

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DATE PROCESSED: 9-2-81

tion Control Facility Payment applicable to such month. The amount of the Pollution Control Facility Payment for a month shall mean an amount equal to the sum of (a) the monthly components of interest, and monthly principal components of purchase price, payable under the agreements of sale, dated as of March 1, 1977 and March 1, 1979, respectively, between the City of Madison, Indiana, and Corporation's wholly owned subsidiary, Indiana-Kentucky Electric Corporation; and the agreements of sale, dated as of October 1, 1978 and March 1, 1979, respectively, between the Ohio Air Quality Development Authority, and Corporation, exclusive of amounts of principal resulting from the acceleration, as a result of default or otherwise, of the maturity of any purchase price payment under one or more of said agreements of sale, and (b) the amount of any amortization of debt discount and expense chargeable for such month to Account 531 of the Uniform System of Accounts with respect to the financing of the facilities which are subject to the agreements of sale referred to in clause (a) above."

4. This Modification No. 12 to the DOE Power Agreement shall become effective at 12:00 o'clock Midnight on whichever is the later of (i) September 30, 1981, and (ii) the date on which Corporation shall deliver to DOE a written notice to the effect that:

(a) All applicable requirements as to approval by or filings with regulatory agencies having jurisdiction in respect of the transactions constituting the subject matter of this Modification No. 12 (including expiration of any specified period after the date of any filing) have been complied with and all requisite approvals of such regulatory agencies are in full force and effect and none is the subject of attack on appeal by direct proceeding or otherwise, and (except to the extent that Corporation shall waive such condition) any requisite approvals of regulatory agencies having such jurisdiction have become final and not subject to judicial review in any court; and

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(b) All of the parties to the Inter-Company Power Agreement, dated July 10, 1953, as amended, have executed and delivered a Modification No. 6 to the Inter-Company Power Agreement consenting, among other things, to this Modification No. 12 and such modification has become effective; and

(c) Corporation is in a position to effect compliance under the instruments governing the outstanding indebtedness of Corporation with respect to this Modification No. 12 and the amendment to the Inter-Company Power Agreement referred to in clause (b) above.

5. The DOE Power Agreement, as modified by Modifications No. 1 through No. 11, both inclusive, and by this Modification No. 12, is hereby in all respects confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 12 as of the date and year first above written.

OHIO VALLEY ELECTRIC CORPORATION

By *[Signature]*

UNITED STATES OF AMERICA

By: SECRETARY OF ENERGY

By *[Signature]*

Contracting Officer
MANAGER
OHIO RIVER OPERATIONS

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Exhibit D

MODIFICATION NO. 6
TO
INTER-COMPANY POWER AGREEMENT
DATED JULY 10, 1953
AMONG

OHIO VALLEY ELECTRIC CORPORATION,
APPALACHIAN POWER COMPANY,
THE CINCINNATI GAS & ELECTRIC COMPANY,
COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY,
THE DAYTON POWER AND LIGHT COMPANY,
INDIANA & MICHIGAN ELECTRIC COMPANY,
KENTUCKY UTILITIES COMPANY,
LOUISVILLE GAS AND ELECTRIC COMPANY,
MONONGAHELA POWER COMPANY,
OHIO EDISON COMPANY,
OHIO POWER COMPANY,
PENNSYLVANIA POWER COMPANY,
THE POTOMAC EDISON COMPANY,
SOUTHERN INDIANA GAS AND ELECTRIC COMPANY,
THE TOLEDO EDISON COMPANY, and
WEST PENN POWER COMPANY.

Dated as of August 1, 1981

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MODIFICATION NO. 6
TO
INTER-COMPANY POWER AGREEMENT

THIS AGREEMENT dated as of the 1st day of August, 1981, by and among OHIO VALLEY ELECTRIC CORPORATION (herein called "OVEC" or "Corporation"), APPALACHIAN POWER COMPANY (herein called "Appalachian"), THE CINCINNATI GAS & ELECTRIC COMPANY (herein called "Cincinnati"), COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY (herein called "Columbus"), THE DAYTON POWER AND LIGHT COMPANY (herein called "Dayton"), INDIANA & MICHIGAN ELECTRIC COMPANY (herein called "Indiana"), KENTUCKY UTILITIES COMPANY (herein called "Kentucky"), LOUISVILLE GAS AND ELECTRIC COMPANY (herein called "Louisville"), MONONGAHELA POWER COMPANY (herein called "Monongahela"), OHIO EDISON COMPANY (herein called "Ohio Edison"), OHIO POWER COMPANY (herein called "Ohio Power"), PENNSYLVANIA POWER COMPANY (herein called "Pennsylvania"), THE POTOMAC EDISON COMPANY (herein called "Potomac"), SOUTHERN INDIANA GAS AND ELECTRIC COMPANY (herein called "Southern Indiana"), THE TOLEDO EDISON COMPANY (herein called "Toledo") and WEST PENN POWER COMPANY (herein called "West Penn"), all of the foregoing, other than OVEC, being herein sometimes collectively referred to as the Sponsoring Companies and individually as a Sponsoring Company.

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WITNESSETH THAT:

0.01 WHEREAS, Corporation and the United States of America have heretofore entered into Contract No. AT-(40-1)-1530 (redesignated Contract No. E-(40-1)-1530, later redesignated Contract No. EY-76-C-05-1530 and later redesignated Contract No. DE-AC05-76OR01530), dated October 15, 1952, providing for the supply of electric utility services to the United States Atomic Energy Commission (hereinafter called "AEC") at AEC's project near Portsmouth, Ohio (hereinafter called the "Project"), which Contract has heretofore been modified by Modification No. 1, dated July 23, 1953, Modification No. 2, dated as of March 15, 1964, Modification No. 3, dated as of May 12, 1966, Modification No. 4, dated as of January 7, 1967, Modification No. 5, dated as of August 15, 1967, Modification No. 6, dated as of November 15, 1967, Modification No. 7, dated as of November 5, 1975, Modification No. 8, dated as of June 23, 1977, Modification No. 9, dated as of July 1, 1978, Modification No. 10, dated as of August 1, 1979 and Modification No. 11, dated as of September 1, 1979 (said Contract, as so modified, is hereinafter called the "DOE Power Agreement"); and

0.02 WHEREAS, pursuant to the Energy Reorganization Act of 1974, the AEC was abolished on January 19, 1975

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and certain of its functions, including the procurement of electric utility services for the Project, were transferred to and vested in the Administrator of Energy Research and Development; and

0.03 WHEREAS, pursuant to the Department of Energy Organization Act, on October 1, 1977, all of the functions vested by law in the Administrator of Energy Research and Development or the Energy Research and Development Administration were transferred to, and vested in, the Secretary of Energy, the statutory head of the Department of Energy (hereinafter called "DOE"); and

0.04 WHEREAS, OVEC and DOE propose to execute and deliver Modification No. 12, dated as of August 1, 1981, to the DOE Power Agreement, and the parties hereto hereby consent to the execution and delivery thereof by OVEC; and

0.05 WHEREAS, the parties hereto have entered into a contract, herein called the "Inter-Company Power Agreement", dated July 10, 1983, governing, among other things, (a) the supply by the Sponsoring Companies of Supplemental Power in order to enable Corporation to fulfill its obligations under the DOE Power Agreement and (b) the rights of the Sponsoring Companies to receive Surplus Power (as defined in the Agreement identified in Section 0.06 below) as may be available at the Project Generating Sta-

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tions and the obligations of the Sponsoring Companies to pay therefor; and

0.06 WHEREAS, the Inter-Comp Power Agreement has heretofore been amended by Modification No. 1 dated as of June 3, 1966, Modification No. 2 dated as of January 7, 1967, Modification No. 3 dated as of November 15, 1967, Modification No. 4 dated as of November 5, 1975 and Modification No. 5, dated as of September 1, 1979 (said contract as so amended as modified and amended by this Modification No. 6 being herein and therein sometimes called the "Agreement"); and

0.07 WHEREAS, OVEC and the Sponsoring Companies desire to enter into this Modification No. 6 to reflect in the Agreement the provisions of the DOE Power Agreement in effect after modification by Modification No. 12 thereto and certain other purposes as more particularly hereinafter stated;

NOW, THEREFORE, the parties hereto agree with each other as follows:

ARTICLE I

1.01 In Article 1, delete subsection 1.012, and substitute therefor the following:

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"1.012 "Power Participation Ratio" as applied to each of the Sponsoring Companies refers, prior to any adjustment hereinafter described, to the percentage set forth opposite its respective name in the tabulation below:

Company	Power Participation Ratio--Per Cent
Appalachia	15.2
Cincinnati*	9.0
Columbus*	4.3
Dayton*	4.9
Indiana*	7.6
Kentucky*	2.5
Louisville*	7.0
Monongahela*	3.5
Ohio Edison*	14.5
Ohio Power*	15.0
Pennsylvania*	2.0
Potomac*	2.0
Southern Indiana*	1.5
Toledo*	4.0
West Penn*	0
Total	100.0

* Inter-State Company

provided, however, that each Sponsoring Company shall, if it so elects, be entitled to offer to release, by written notice delivered to Corporation and to each of the other Sponsoring Companies not less than 75 days prior to the commencement of a calendar month designated in such notice, all or a designated part of its Power Participation Ratio for a period of not less than 90 days, to other Sponsoring Companies; and provided further that (a) if a Sponsoring Company offers in a particular case to release any part (including the entire amount) of its Power Participation Ratio and such part is assumed in its entirety by other Sponsoring Companies during the period designated in the notice by such Sponsoring Company, said Sponsoring Company's Power Participation Ratio shall be reduced by such part during the period designated in the notice; (b) if a Sponsoring Company assumes in a particular case any part of another Sponsoring Company's Power Participation Ratio, said Sponsoring Company's Power Participation Ratio shall be equal, during the period designated in the notice delivered by such other Sponsoring Company, to the sum of its own Power Participation Ratio and the part of the Power Participation

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Ratio which it has assumed; (c) if a Sponsoring Company offers to release in a particular case any part of its Power Participation Ratio and two or more of the other Sponsoring Companies are each willing to assume portions of such part which aggregate more than such part of said sponsoring Company's Power Participation Ratio during the period designated in the notice delivered by such Sponsoring Company, such part shall be allotted (successively if necessary) among the Sponsoring Companies willing to assume it in proportion to their respective Power Participation Ratios; (d) if a Sponsoring Company offers in a particular case to release any part of its Power Participation Ratio during a period specified in the written notice delivered by such Sponsoring Company and the Power Participation Ratio, or part thereof, which such Sponsoring Company offers to release is greater than the part thereof that other Sponsoring Companies are willing to assume during such period, Corporation shall, prior to the commencement of the first calendar month designated in the written notice delivered by the Sponsoring Company offering so to release such part of its Power Participation Ratio, take appropriate action to notify DOE pursuant to paragraph 1 of Section 2.05 of the DOE Power Agreement that on the first day of such calendar month, and for the period designated in such written notice, the DOE contract demand shall be increased from the amount which, had Corporation not elected to deliver such notice, would otherwise be in effect as the DOE contract demand, by an amount which will be equivalent to, as nearly as practicable under then prevailing conditions, the amount of such excess, and in such case during such period the Power Participation Ratio of such Sponsoring Company shall, after giving effect to the part thereof assumed by other Sponsoring Companies, be reduced to give effect to the resulting increase in DOE's contract demand and the respective Power Participation Ratios of the other Sponsoring Companies, after giving effect to any increase effected pursuant to (b) above, shall be increased, in an aggregate amount equal to the amount of such reduction, in proportion to their respective Power Participation Ratios and in amounts necessary to assure that the total of the respective Power Participation Ratios of the Sponsoring Companies will at no time exceed, or be less than, one hundred percent (100%); (e) where two or more notices are delivered by Sponsoring Companies to Corporation, separate actions, and allotments, if necessary, shall be made with respect thereto in the chronological order of receipt by Corporation of the written notices from such Sponsoring Companies; and (f) if on any occasion each of the Sponsoring Companies shall offer to release for any period the entire amount of their respective Power Participation Ratios, but no part thereof is assumed

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CHIEF, OPERATOR *[Signature]* DATE PROCESSED *2-9-81*

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by any Sponsoring Company (including any Sponsoring Company which has previously released its entire Power Participation Ratio pursuant to clause (a) and/or clause (d) above) the Power Participation Ratio of each Sponsoring Company shall be equal during such period to the percentage set forth opposite its respective name in the tabulation above, but in such case Corporation shall take appropriate action to notify DOE pursuant to Paragraph 1 of Section 2.05 of the DOE Power Agreement that on the date of the commencement of, and during, such period the DOE contract demand shall be equal to the Full Contract Quantity.

ARTICLE 2

2.01 In Article 6, delete the first and second sentences of subsection 6.035 and substitute therefor, the following:

"6.035 Determine the difference, if any, between (a) the aggregate of the costs determined as provided in subsection 6.031 above and (b) the sum of the demand charge to be charged to DOE determined as provided in subsection 6.033 above plus (1) the amounts (other than amounts for fuel expense), if any, payable by DOE pursuant to paragraph 3 of Section 2.04 of the DOE Power Agreement for billing kwh of supplemental energy furnished from the Project Generating Stations and minus (2) the amount of the Sponsoring Companies' Share of the Pollution Control Facility Payment applicable to such month, determined pursuant to paragraph 2 of Section 3.08 of the DOE Power Agreement. The aggregate demand charge which shall be paid by or credited to all Sponsoring Companies for such month shall be the amount of such difference."

ARTICLE 3

3.01 This Modification No. 6 shall become effective at 12:00 o'clock Midnight on the day on which Corporation shall advise the other parties to this Modification No. 6 (to be later confirmed in writing) that all conditions

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precedent to the effectiveness of this Modification No. 6 shall have been satisfied including the conditions precedent set forth below:

(a) Modification No. 12 to the DOE Power Agreement shall have been executed and delivered and Corporation shall be in a position to deliver to DOE the notice described in Section 4 of Modification No. 12 to the DOE Power Agreement; and

(b) Corporation shall be in a position to effect compliance under the instruments governing the outstanding indebtedness of Corporation with respect to this Modification No. 6 and Modification No. 12 to the DOE Power Agreement.

3.02 The er-Company Power Agreement, as modified by Modifications Nos. 1, 2, 3, 4 and 5 and as hereinbefore provided, is hereby in all respects confirmed.

3.03 This Modification No. 6 may be executed in any number of copies and by the different parties hereto on separate counterparts, each of which shall be deemed an original but all of which together shall constitute a single agreement.

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THE NATIONAL ARCHIVES OF THE UNITED STATES OF AMERICA
DATE PROCESSED 8-8-81

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 6 as of the day and year first written above.

OHIO VALLEY ELECTRIC CORPORATION

By *[Signature]*

APPALACHIAN POWER COMPANY

By _____

THE CINCINNATI GAS & ELECTRIC COMPANY

By _____

COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY

By _____

THE DAYTON POWER AND LIGHT COMPANY

By _____

INDIANA & MICHIGAN ELECTRIC COMPANY

By *[Signature]*

KENTUCKY UTILITIES COMPANY

By _____

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IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 6 as of the day and year first written above.

OHIO VALLEY ELECTRIC CORPORATION

By _____

APPALACHIAN POWER COMPANY

By John W. Thompson

THE CINCINNATI GAS & ELECTRIC
COMPANY

By _____

COLUMBUS AND SOUTHERN OHIO
ELECTRIC COMPANY

By _____

THE DAYTON POWER AND LIGHT
COMPANY

By _____

INDIANA & MICHIGAN ELECTRIC
COMPANY

By _____

KENTUCKY UTILITIES COMPANY

By _____

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C-84 OPERATOR 8-8-81 WITH PROGRESS 9-9-81

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 5 as of the day and year first written above.

OHIO VALLEY ELECTRIC CORPORATION

By _____

APPALACHIAN POWER COMPANY

By _____

THE CINCINNATI GAS & ELECTRIC
COMPANY

By William H. Dickhoner
William H. Dickhoner, President

COLUMBUS AND SOUTHERN OHIO
ELECTRIC COMPANY

By _____

THE DAYTON POWER AND LIGHT
COMPANY

By _____

INDIANA & MICHIGAN ELECTRIC
COMPANY

By _____

KENTUCKY UTILITIES COMPANY

By _____

THIS IS TO CERTIFY THAT THE ABOVE-SIGNED AGREEMENTS OF THESE FIVE
COMPANIES ARE IN FULL AGREEMENT AND COMPLY WITH THE REQUIREMENTS OF A
CERTAIN POWER POOL. IN WITNESS WHEREOF, THE PRESIDENTS OF THE
COMPANIES HAVE SIGNED THESE AGREEMENTS AND HAVE HEREON SET THEIR
HANDS AND SEALS THIS 15th DAY OF JANUARY, 1934.

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 6 as of the day and year first written above.

OHIO VALLEY ELECTRIC CORPORATION

By _____

APPALACHIAN POWER COMPANY

By _____

THE CINCINNATI GAS & ELECTRIC
COMPANY

By _____

COLUMBUS AND SOUTHERN OHIO
ELECTRIC COMPANY

By B. T. [Signature]

THE DAYTON POWER AND LIGHT
COMPANY

By _____

INDIANA & MICHIGAN ELECTRIC
COMPANY

By _____

KENTUCKY UTILITIES COMPANY

By _____

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CAMERA OPERATOR [Signature] DATE PROCESSED 4-8-81

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 6 as of the day and year first written above.

OHIO VALLEY ELECTRIC CORPORATION

By _____

APPALACHIAN POWER COMPANY

By _____

THE CINCINNATI GAS & ELECTRIC
COMPANY

By _____

COLUMBUS AND SOUTHERN OHIO
ELECTRIC COMPANY

By _____

THE DAYTON POWER AND LIGHT
COMPANY

By C. R. Morey
C. R. Morey,
Vice President Energy Production
INDIANA & MICHIGAN ELECTRIC
COMPANY

By _____

KENTUCKY UTILITIES COMPANY

By _____

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DATE PROCESSED 9-8-81

IN WITNESS WHEREOF, the parties hereto have executed this Modification No. 6 as of the day and year first written above.

OHIO VALLEY ELECTRIC CORPORATION

By _____

APPALACHIAN POWER COMPANY

By _____

THE CINCINNATI GAS & ELECTRIC
COMPANY

By _____

COLUMBUS AND SOUTHERN OHIO
ELECTRIC COMPANY

By _____

THE DAYTON POWER AND LIGHT
COMPANY

By _____

INDIANA & MICHIGAN ELECTRIC
COMPANY

By _____

KENTUCKY UTILITIES COMPANY

By W. B. Beckman
PRESIDENT

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CAMERA OPERATOR gac DATE PROCESSED 9-9-81

LOUISVILLE GAS AND ELECTRIC
COMPANY

By *R. E. Ryan*

MONONGAHELA POWER COMPANY

By _____

OHIO EDISON COMPANY

By _____

OHIO POWER COMPANY

By _____

PENNSYLVANIA POWER COMPANY

By _____

THE POTOMAC EDISON COMPANY

By _____

SOUTHERN INDIANA GAS AND
ELECTRIC COMPANY

By _____

THE TOLEDO EDISON COMPANY

By _____

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LOUISVILLE GAS AND ELECTRIC
COMPANY

By _____

MONONGAHELA POWER COMPANY

By *[Signature]*

OHIO EDISON COMPANY

By _____

OHIO POWER COMPANY

By _____

PENNSYLVANIA POWER COMPANY

By _____

THE POTOMAC EDISON COMPANY

By *[Signature]*

SOUTHERN INDIANA GAS AND
ELECTRIC COMPANY

By _____

THE TOLEDO EDISON COMPANY

By _____

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IN THE MATTER OF THE OHIO POWER COMPANY, et al. vs. THE OHIO
EDISON COMPANY, et al. Docket No. 10,000.

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Case No(s). 81-1062-EL-ATR

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