

NC
FILE

December 21, 2007

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

SUBJECT:

Case Nos. 07-~~1294~~EL-ATA
07-0647-EL-UNC
05-1500-EL-COI
89-6001-EL-TRF

PUCO

2007 DEC 21 PM 2:22

RECEIVED-DOCKETING DIV

Dear Ms. McCauley:

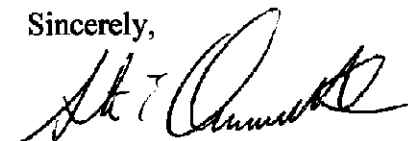
In response to the Commission's Finding and Order dated March 28, 2007 in Case No. 05-1500-EL-COI, enclosed please find an original and 15 copies of the Partial Service Tariff filing for The Cleveland Electric Illuminating Company.

Please open a new ATA docket and assign a case number. Also please file one copy of this filing in Case No. 07-0647-EL-UNC, one copy in Case No. 05-1500-EL-COI, one copy in Case No. 89-6001-EL-TRF, and return two time-stamped copies (with the assigned case number) in the enclosed envelope.

Should you have any questions, please feel free to call me at 330-761-4200.

Thank you.

Sincerely,



Steven E. Ouellette
Director, Rates & Regulatory Affairs

Enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business
Technician Bm Date Processed 12/21/07

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of)
The Cleveland Electric Illuminating) Case No. 07-_____-EL-ATA
Company for Approval of Modifications)
to Existing Partial Service Schedule)

1. APPLICANT RESPECTFULLY PROPOSES: (Check applicable proposals)

<input type="checkbox"/> New Service	<input type="checkbox"/> Change in Rule or Regulation
<input type="checkbox"/> New Classification	<input type="checkbox"/> Reduction in Rates
<input type="checkbox"/> Change In Classification	<input type="checkbox"/> Correction of Error
<input checked="" type="checkbox"/> Other, not involving increase in rates	
<input type="checkbox"/> Various Related and Unrelated textual revision, without change in intent	

2. DESCRIPTION OF PROPOSAL: Changes to the existing Partial Service Schedule are proposed pursuant to the Commission's Order, in Docket No. 05-1500-EL-COI, issued on March 28, 2007, and reflect the proposed rule changes set forth in said Order and approved by JCAR on October 22, 2007. Also included are several changes that clarify the provisions of the existing schedule.

3. TARIFFS AFFECTED: (If more than 2, use additional sheets)

Tariff Sheet No. 46

4. Attached hereto and made a part hereof are: (Check applicable Exhibits)

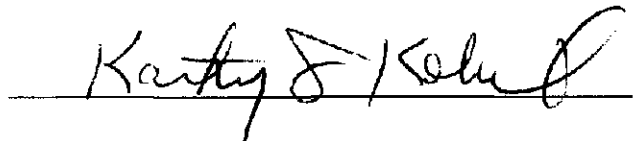
☒ Exhibit A - existing schedule sheets (to be superseded) if applicable
☒ Exhibit B - proposed schedule sheets
☐ Exhibit C-1

- a) if new service is proposed, describe;
- b) if new equipment is involved, describe (preferably with a picture, brochure, etc.) and where appropriate, a statement distinguishing proposed service from existing services;
- c) if proposed service results from customer requests, so state, giving if available, the number and type of customers requesting proposed service.

_____ Exhibit C-2 - if a change of classification, rule or regulation is proposed, a statement explaining reason for change.

X Exhibit C-3 - statement explaining reason for any proposal not covered in Exhibits C-1 or C-2

5. Applicant respectfully requests the Commission to approve the tariff sheets attached hereto, and to authorize The Cleveland Electric Illuminating Company to file the same in final form, becoming effective on the date, subsequent to filing, to be shown on the proposed schedule which will be filed with the Commission; and to be in the form and content shown in Exhibit B.

A handwritten signature in black ink, appearing to read "Kathy J. Kolich", is written over a horizontal line.

Kathy J. Kolich, Senior Attorney
FirstEnergy Service Company
76 South Main Street
Akron, Ohio 44308
(330) 384-4580

On behalf of The Cleveland Electric
Illuminating Company

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PARTIAL SERVICE SCHEDULE

Applicable to any Customer with non-synchronous or synchronous, which does not qualify for The Net Energy Metering Rider, electric generation equipment having been established as a Qualifying Facility, or who requires partial service from the Company as back-up, or as a partial electric requirement to another electric source.

MONTHLY RATES:

1. CAPACITY RESERVATION CHARGE

Per kW of Capacity Reservation
per Billing Period
per Voltage Classification

	Transmission 132 kV and Above	Subtransmission 33 kV and 11 kV	Distribution 4 kV and 13.2 kV
<u>Transmission & Distribution Charge:</u>	All kW, per kW \$1.58	All kW, per kW \$2.51	All kW, per kW \$3.42
<u>Generation Charge:</u>	All kW, per kW \$1.80	All kW, per kW \$1.83	All kW, per kW \$1.89

2. DEMAND CHARGE

Whenever the Customer utilizes Supplemental, Back-Up or Maintenance power, the demand will be charged as indicated below:

a. Supplemental Demand

The Demand Charge found in the appropriate applicable Rate Schedule shall be used to calculate the monthly billing charge for Supplemental power.

b. Back-Up Demand

The Customer shall have the option of either Method A or Method B, below, as the method under which Back-Up Demand shall be calculated. Sixty days prior to the initial one-year contract period, and at least 60 days prior to each succeeding annual period, the Customer shall specify the method chosen. That method shall apply for the full contract period.

PARTIAL SERVICE SCHEDULE

Method A

The Demand Charge found in the appropriate, applicable Rate Schedule shall be used to calculate the billing period charge for Back-Up Demand.

The Capacity Reservation charge for the billing period shall be reduced to the extent that Back-Up Demand, under Method A, is used during the billing period.

Method B

The billing period Demand Charge for Back-Up Power shall be determined by use of daily demand, and will use the appropriate following rate based on service voltage level classification:

<u>Transmission</u>	<u>Subtransmission</u>	<u>Distribution</u>
132 kV and Above	33 kV and 11 kV	4 kV and 13.2 kV
\$ 0.82	\$ 0.87	\$ 0.92
per kW per day	per kW per day	per kW per day

The above charges consist of ancillary service charges from the applicable Rate Schedule and generation charges.

Determination of the daily Demand Charge shall be the maximum daily Back-Up Demand times the appropriate above daily rate. The billing period charge for Back-Up Demand shall be the sum of the billing period's daily Demand Charges.

Method B is applicable no more than fifteen days a year. If in any billing period the use of Backup Power exceeds fifteen days, the Customer will be billed under Method A for the billing period. The fifteen days in that billing period would not count toward the annual limitation.

When the customer has a meter which has the capability of measuring on and off peak kW demands, the kW demand applied to the Method B Backup Demand charge shall be the highest on-peak kW demand recorded during the billing period or the sum of the highest on-peak kW demand plus 25 percent of the difference between the highest off-peak and the highest on-peak kW demand recorded during the billing period, whichever is greater. The resultant kW demand will be applied on a daily basis.

c. Maintenance Demand

Fifty percent of the demand charge found in the appropriate applicable Rate Schedule shall be used and prorated based on the number of days that Maintenance power was used during the billing period.

PARTIAL SERVICE SCHEDULE

3. ENERGY CHARGE

The charge for energy provided by the Company for Supplemental, Back-Up (Method A) and Maintenance power shall be that found in the appropriate applicable Rate Schedule.

The Energy Charge for Back-Up Power (Method B) shall be 0.49¢ per kWh. This cost recovery will be split between RTC and RSC in proportion to RTC and RSC charges in the applicable Rate Schedule.

4. REACTIVE DEMAND CHARGE

For each rkva of reactive billing demand \$.20

5. EMERGENCY POWER

Emergency Power Service can only be obtained from the Company. The following charges apply under this schedule:

Demand Charge per kW per
billing period \$ 29.90

Energy Charge per kWh per
billing period \$ 0.147

The Demand Charge will consist of transmission, distribution and generation charges in the same proportion as the Capacity Reservation Charge. The Energy Charge will consist of the RTC and RSC charges from the appropriate applicable Rate Schedule and generation charges. Rider No. 7 shall not apply to the Emergency power charge.

CUSTOMER CHARGE:

The Customer Charge shall be \$ 95.50 per month.

BACK-UP POWER MAXIMUM CHARGE:

The maximum billing period charge for Back-Up power shall be those charges for service which would be billed under the appropriate, applicable Rate Schedule.

If Back-Up power is used during the billing period, the billing period charge for Capacity Reservation shall be reduced to the extent that Back-Up Demand is used.

MINIMUM CHARGE:

The billing period minimum charge shall be the sum of the Capacity Reservation charge multiplied by the Capacity Reservation, plus the Customer Charge, plus the minimum charges of any applicable Rate Schedules.

PARTIAL SERVICE SCHEDULE

RIDERS:

Except as otherwise noted, the Rates and charges specified above shall be modified in accordance with the otherwise Applicable Tariff Riders, except for the Net Energy Metering Rider, in effect plus a fuel charge of 1.3605¢ per kWh. The fuel charge is cost recovery split between RTC and RSC in proportion to RTC and RSC charges in the applicable Rate Schedule.

If the total applicable RTC and RSC charges under Method B were to be less than 1.8505¢ per kWh (the sum of the energy charge for Backup Power plus the fuel charge), the excess would be generation charges.

DETERMINATION OF PARTIAL SERVICE:

Partial Service Capacity shall be established by the Customer and the Company prior to receiving service under this schedule.

The Customer may request a time dependent Partial Service Capacity level, subject to Company acceptance. The Customer must submit a supply profile for each capacity source sixty (60) days prior to the contract period. The Company has thirty (30) days within which to make any reasonable modifications.

In the event the Customer's alternate supply exceeds the presubmitted supply profile, the Partial Service Capacity will be re-established at the new supply level for that and comparable time periods, and shall be in effect for the remainder of the contract period, unless otherwise altered hereunder.

In the event the Customer installs additional generating equipment, or the metered Back-Up, Maintenance or Emergency demand in any billing period exceeds the Partial Service Capacity, the Partial Service Capacity shall be re-established at the new level and remain in force for the remainder of the contract period, unless otherwise altered hereunder.

DETERMINATION OF CAPACITY RESERVATION:

The Capacity Reservation demand shall be specified 60 days in advance of the initial contract period by the Customer and shall be equal to the amount of Customer owned generation or capacity from another electric source for which the Customer desires Back-Up capacity.

In the event the Customer requires Emergency power to be supplied by the Company, the Capacity Reservation deemed contracted for thereafter shall be increased by an amount equal to the net demonstrated usage determined by the amount of Emergency power supplied.

The Capacity Reservation shall be in force for the remainder of the contract period, unless otherwise altered hereunder.

PARTIAL SERVICE SCHEDULE

CONTRACT PROVISIONS:

The contract period is defined as a one-year period and service under this schedule shall be for a one-year term and selfrenewing for annual periods thereafter. Unless otherwise authorized by the Company, the Customer may cancel service being provided hereunder upon written notice to the Company, received at least sixty (60) days prior to the end of any contract period.

The Capacity Reservation or Partial Service Capacity may be adjusted during any annual term, upon written request by the Customer, subject to the approval of the Company.

MAINTENANCE POWER SCHEDULE:

Maintenance power shall be supplied under the applicable Rate Schedule, as determined by the Company using the requested level of maintenance demand, and such power shall be provided only on a prescheduled basis. At no time shall the requested maintenance demand be more than the Partial Service Capacity.

Maintenance power will be available for up to four weeks per calendar year per generating unit. Of these twenty-eight (28) days, the Customer will be permitted up to two consecutive days of Maintenance power, only during off-peak periods, during each of the summer billing periods. A maintenance day shall constitute any 24 consecutive hour period in which Maintenance power is scheduled. Sixty (60) days prior to the initial one-year contract period, and at least 60 days prior to each succeeding annual period, a maintenance schedule shall be presented to the Company by the Customer. Customers with multiple generating units shall present a maintenance schedule for each unit, and shall specify the level of maintenance demand for each unit. The Company reserves the right to modify the maintenance schedule. Any modifications by the Company must be made with reason within 30 days after the annual maintenance schedule is presented by the Customer.

The Customer may request an adjustment in a schedule maintenance outage up to three weeks prior to previously scheduled dates. Adjusted dates must be within one week of the previously scheduled dates and shall result in a scheduled outage of the same seasonal and daily characteristics, time and duration as the previously scheduled maintenance outage. Company approval, or disapproval with reason, for such adjustment shall be given within one week of such request.

The Company may cancel a scheduled maintenance outage with reason at any time with seven (7) days notice prior to the beginning of a scheduled maintenance outage if conditions on the Company's system warrant such a cancellation. Such notification of cancellation shall state the reasons for such cancellation. Summer Maintenance power can be cancelled by the Company within two days of such dates with reason. Scheduled maintenance outage(s) cancelled by the Company shall be rescheduled subject to the mutual agreement of the Customer and the Company.

PARTIAL SERVICE SCHEDULE

TERMS AND CONDITIONS:

1. A Time-of-Day demand meter and a watthour meter, equipped with a detent to prevent reverse rotation, shall be used to measure the energy being supplied by the Company to the Customer. A Time-of-Day demand meter and a watthour meter, equipped with a detent to prevent reverse rotation, shall be installed to measure the energy provided to the Customer from sources other than the Company. The Customer's monthly electric bill shall be calculated by using measurements obtained from these meters.
2. Supplemental power will be calculated by measuring the total capacity and energy that is provided to the Customer by the Company less any Back-Up, Emergency or Maintenance power provided to the Customer by the Company. Supplemental power shall be supplied to any Customer under the Company's appropriate, applicable Rate Schedule in effect at the time of service. The level of firm power requested by the Customer shall determine the appropriate, applicable Rate Schedule.
3. The Customer shall be provided Back-Up power during periods of unscheduled outages, but such power shall not exceed the level of the Customer's Partial Service Capacity. Should recorded demand exceed the level of the Capacity Reservation, the additional demand shall be charged at the Emergency Services Demand and Energy Charge. Back-Up power shall be supplied under the Company's appropriate, applicable Rate Schedule in effect at the time of providing service. The level of Capacity Reservation power requested by the Customer shall determine the appropriate, Applicable Rate Schedule. At no time shall the level of Back-Up power be used to establish demand levels for Supplemental power.
4. Maintenance power shall be supplied to a Partial Service Customer under the appropriate, applicable Rate Schedule in effect at the time of providing service, as determined by the Customer's requested level of Maintenance Demand, and shall be provided on a scheduled basis. At no time will the level of Maintenance power be used to establish demand levels for Supplemental power.
5. Emergency power shall be supplied, subject to availability, and when there will be no detriment to system service reliability, to a Customer who does not contract with the Company for Capacity Reservation, or for any level of demand that exceeds such Capacity Reservation. At no time will the level of Emergency power be used to establish levels for Supplemental power.

GENERAL RULES:

1. All Customers shall comply with applicable national, state and local codes, standards and regulations.
2. All Customers shall comply with the provisions of this schedule, as well as the Company's General Rules and Regulations. The Company reserves the right to refuse or to terminate service under this schedule upon finding that the alternative energy supply will not be installed or is not operating in compliance with this schedule.

PARTIAL SERVICE SCHEDULE

GENERAL RULES:(Cont'd)

3. The Customer agrees to be legally responsible for any damage to the Company's facilities resulting from the alternate electrical source or operation of the Customer's generating equipment. The Customer also agrees to indemnify the Company and save it harmless from all damages, costs, claims, and expenses to the Company, its employees, successors and assigns, or to any third party arising out of, or related to, the operation of the Customer's generator and equipment associated with the connection of the said equipment to the Company's system, except where such damages, costs, claims and expenses have been occasioned by the sole negligence of the Company, its agents or employees. The Company may require proof of adequate insurance or bond.

SPECIAL RULES:

1. The Customer's generating equipment must produce a 60 hertz sine wave output, with distortion at a level which is within applicable industry standards, at a voltage compatible with the Company's service voltage at the Customer's service location.
2. The Customer shall provide the proper electrical devices to disconnect without intentional time delay its generating equipment from the Company's system in the event of a supply outage or a supply circuit failure. A manual disconnection device, capable of being padlocked by the Company, must be provided. The Company shall have access to such equipment at all times and be the sole judge of whether any safety or operating hazards exist.
3. The Customer shall provide the Company with manufacturer's literature describing the electrical characteristics and operation of the proposed generator and associated equipment. The Company shall have the right to refuse connection of any device which it finds incompatible with its electric system.
4. The Customer shall pay all Interconnection costs.
5. The Customer shall perform and bear all costs associated with maintenance work required for its interconnection equipment.
6. Sixty (60) days prior to making any changes or modifications to its equipment which materially impacts operation, the Customer shall notify the Company in writing.
7. At the time that a Customer permanently ceases operation, all equipment which was necessary to permit interconnected operations shall be promptly removed. All costs incurred with the removal shall be borne by the Customer.
8. Any metering costs associated with the Partial Service operation will be borne by the Customer.

PARTIAL SERVICE SCHEDULE

SPECIAL RULES: (Cont'd)

9. The Company may enter into Individualized agreements with Customers which may deviate from this schedule. Such agreements shall address those significant characteristics of service and cost which would influence a need for individualized agreement such as, but not limited to, the following:
 - a. The ability of the Partial Service Customer to accept interruptible service under back-up conditions,
 - b. Whether the arrangement allows for long-term utility planning of least cost capacity availability,
 - c. Whether there is sufficient local facility capacity to serve the load,
 - d. Whether there is sufficient substation capacity to serve the load,
 - e. Whether there is sufficient transmission and generating capacity to serve the load.
10. The Company will allow up to a four (4) hour grace period for the Customer to bring its alternative supply back on line in the event of a Company-caused outage of the alternative supply. Upon written notice and proof within ten (10) days by the Customer that a Company service interruption caused such outage, the Company will supply partial service to the Customer through the Supplemental service provisions. This service will continue until restoration of the alternative supply is established but not for longer than four (4) hours after re-establishment of Company service.

DEFINITIONS:

"Qualifying Facility" (QF) means a cogeneration facility or a small power production facility which is a Qualifying Facility under Subpart 5 of FERC 18 Code of Federal Regulations Part 292.

"Sale" means the sale of electric energy or capacity or both by the Company to a Customer under the Partial Service Schedule.

"Interconnection costs" means the reasonable costs incurred by the Company directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a Customer under the Partial Service Schedule to the extent such costs are in excess of the corresponding costs which the Company would have incurred if it had not engaged in interconnection operations, but instead generated an equivalent amount of electric energy itself or purchased an equivalent amount of electric energy or capacity from other sources. Interconnection costs include, but are not limited to, the cost of connection, switching, metering, transmission, distribution, safety provisions and administrative costs. Interconnection costs do not include any costs included in the calculation of avoided costs.

"Supplemental power" means electric energy or capacity or both supplied by the Company regularly used by a Partial Service Customer, in addition to that which the Customer acquires from alternate sources or generates itself.

PARTIAL SERVICE SCHEDULE

DEFINITIONS: (Cont'd)

"Back-Up power" means electric energy or capacity supplied by the Company, to replace energy ordinarily obtained by the Customer from other sources or produced by the Customer's generating facility, during an unscheduled outage.

"Maintenance power" means electric energy or capacity supplied by the Company during scheduled outages of the Customer's generating equipment or alternate electric supply.

"Emergency power" means Company supplied electric energy or capacity to a Customer served under the Partial Service Schedule who does not purchase Capacity Reservation power in an amount sufficient to meet its needs during the period of an unscheduled outage.

"Excitation power" means Company supplied electric energy or capacity required by the Customer served under the Partial Service Schedule to energize generation equipment, transformers, and other Customer equipment.

"Capacity Reservation" means the level of demand the Customer contracts for on a monthly basis from the Company and shall be that amount up to or equal to the amount of Customer owned generation or capacity from another electric source.

"Partial Service Capacity" means that capacity expected to be achieved by the alternate source of electrical supply as determined by, but not limited to, such indicators as nameplate rating of equipment, alternate power supply agreements, transformer or line limitations, or net demonstrated capability.

"Billing Period" or "billing period" means the monthly period over which the Company normally applies its rates and tariffs.

"Rate Schedule" means the firm power rate schedules contained in the Company's tariffs.

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Industrial	72	4 th Revised	11-21-07
Large Industrial	73	4 th Revised	11-21-07

PARTIAL SERVICE SCHEDULE

Applicable to any general service Customer with non-synchronous or synchronous, ~~which does not~~ qualify for The Net Energy Metering Rider, electric generation equipment with a combined peak capacity of 100 kW or greater, having been established as a Qualifying Facility, or who requires partial service from the Company as back-up, or as a partial electric requirement to another electric source. This Schedule does not apply to customer-generator facilities taking service under the Company's Optional Standby Service Rider or its Net Energy Metering Rider, provided that the net metering system qualifying under the latter uses as its fuel only either solar, wind, biomass, landfill gas, or hydropower.

A Full Service customer may select either the fixed pricing or the market-based pricing option set forth below. If the customer makes no such selection, the fixed pricing option shall be applied. For purposes of this Schedule, a Full Service customer is one that receives all retail electric services from the Company. The Customer's selection shall be indicated in the Partial Service Contract.

All Generation related charges set forth in this schedule under either the fixed price or market based pricing option shall be in effect until May 1, 2009, on which date such charges shall expire and shall be replaced with charges pursuant to the Company's applicable Standard Service Offer (or its equivalent) in effect at that time for generation service. All other applicable charges, including any applicable transition and rate stabilization charges shall apply.

FIXED PRICING OPTION

MONTHLY RATES:

1. CAPACITY RESERVATION CHARGECapacity Reservation Charge

Per kW of Capacity Reservation
per Billing Period
per Voltage Classification

	Transmission 132 kV and Above	Subtransmission 33 kV and 11 kV	Distribution 4 kV and 13.2 kV and secondary voltages
<u>Transmission & Distribution Charge:</u>	All kW, per kW \$1.58	All kW, per kW \$2.51	All kW, per kW \$3.42
<u>Generation Charge :</u>	All kW, per kW \$1.80	All kW, per kW \$1.83	All kW, per kW \$1.89

Filed pursuant to Order dated July 19, 2000 _____, in Case No. 99-1212-P.L. KCP _____, before

The Public Utilities Commission of Ohio

Issued by: H. Peter Bone Anthony J. Alexander, President

Effective: January 1, 2002

2. ~~DEMAND CHARGE~~ Demand Charge

Whenever the Customer utilizes Supplemental, Back-Up or Maintenance power, the demand will be charged as indicated below:

a. Supplemental Demand

The Demand Charge found in the appropriate applicable Rate Schedule shall be used to calculate the monthly billing charge for Supplemental power.

b. Back-Up Demand

The Customer shall have the option of either Method A or Method B, below, as the method under which Back-Up Demand shall be calculated. Sixty days prior to the initial one-year contract period, and at least 60 days prior to each succeeding annual period, the Customer shall specify the method chosen. That method shall apply for the full contract period.

PARTIAL SERVICE SCHEDULE

Method A

The Demand Charge found in the appropriate, applicable Rate Schedule shall be used to calculate the billing period charge for Back-Up Demand.

The Capacity Reservation charge for the billing period shall be reduced to the extent that Back-Up Demand, under Method A, is used during the billing period.

Method B

The billing period Demand Charge for Back-Up Power shall be determined by use of daily demand, and will use the appropriate following rate based on service voltage level classification:

<u>Transmission</u> 132 kV and Above	<u>Subtransmission</u> 33 kV and 11 kV	<u>Distribution</u> 4 kV and <u>13.2 kV</u> <u>and secondary voltages</u>
\$ 0.82 per kW per day	\$ 0.87 per kW per day	\$ 0.92 per kW per day

The above charges consist of ancillary service charges from the applicable Rate Schedule and generation charges.

Determination of the daily Demand Charge shall be the maximum daily Back-Up Demand times the appropriate above daily rate. The billing period charge for Back-Up Demand shall be the sum of the billing period's daily Demand Charges.

Method B is applicable no more than fifteen days a year. If in any billing period the use of Backup Power exceeds fifteen days, the Customer will be billed under Method A for the billing period. The fifteen days in that billing period would not count toward the annual limitation.

When the customer has a meter which has the capability of measuring on and off peak kW demands, the kW demand applied to the Method B Backup Demand charge shall be the highest on-peak kW demand recorded during the billing period or the sum of the highest on-peak kW demand plus 25 percent of the difference between the highest off-peak and the highest on-peak kW demand recorded during the billing period, whichever is greater. The resultant kW demand will be applied on a daily basis.

c. Maintenance Demand

Fifty percent of the demand charge found in the appropriate applicable Rate Schedule shall be used and prorated based on the number of days that Maintenance power was used during the billing period.

PARTIAL SERVICE SCHEDULE

3. ~~ENERGY CHARGE~~ Energy Charge

The charge for energy provided by the Company for Supplemental, Back-Up (Method A) and Maintenance power shall be that found in the appropriate applicable Rate Schedule.

The Energy Charge for Back-Up Power (Method B) shall be 0.49¢ per kWh. This cost recovery will be split between RTC and RSC in proportion to RTC and RSC charges in the applicable Rate Schedule.

4. ~~REACTIVE DEMAND CHARGE~~ Reactive Demand Charge

For each rkva of reactive billing demand \$.20

5. ~~EMERGENCY POWER~~ Emergency Power

Emergency Power Service can only be obtained from the Company. The following charges apply under this schedule:

Demand Charge per kW per
billing period \$ 29.90

Energy Charge per kWh per
billing period \$ 0.147

The Demand Charge will consist of transmission, distribution and generation charges in the same proportion as the Capacity Reservation Charge. The Energy Charge will consist of the RTC and RSC charges from the appropriate applicable Rate Schedule and generation charges. Rider No. 7 shall not apply to the Emergency power charge.

~~CUSTOMER CHARGE:~~

6. Customer Charge:

The Customer Charge shall be \$ 95.50 per month.

~~BACK-UP POWER MAXIMUM CHARGE:~~

7. Back-up Power Maximum Charge:

The maximum billing period charge for Back-Up power shall be those charges for service which would be billed under the appropriate, applicable Rate Schedule.

If Back-Up power is used during the billing period, the billing period charge for Capacity Reservation shall be reduced to the extent that Back-Up Demand is used.

~~MINIMUM CHARGE:~~

8. Minimum Charge:

The billing period minimum charge shall be the sum of the Capacity Reservation charge multiplied by the Capacity Reservation, plus the Customer Charge, plus the minimum charges of any applicable Rate Schedules.

PARTIAL SERVICE SCHEDULE

MARKET BASED PRICING OPTION

Backup Generation Service Options:

The generation charges specified to be applied otherwise in accordance with this Schedule under the Fixed Price Option will not apply to the Customer who either receives generation services from a Certified Retail Electric Service Provider, or who elects to take Partial Service from the Company under the Market Based Pricing Option set forth below. All other applicable charges, including any applicable transition and rate stabilization charges shall apply.

Market Based Energy Charge:

The Market Based Energy Charge (MBEC) is equal to hourly Back-Up energy usage applied to the hourly energy price quotes made publicly available by Midwest ISO, as defined in the Hourly Market Based Price section below.

The Market Based Energy Charge is calculated as follows:

n [GY will format these]

$$MBEC = \sum_{i=1}^n (kWh_i \times MBP_i)$$

$i=1$

Where:

kWh_i = Customer's actual Back-Up kilowatt-hour usage in hour i

MBP_i = The applicable Hourly Market Based Price, as defined in the Hourly Market Based Price section below, at hour i

t = An hour in the billing period during which Back-Up energy was supplied

n = Total number of hours in the billing period during which Back-Up energy was supplied

Hourly Market Based Price:

The Hourly Market Based Price will be equal to the following:

$$MBP_i = (LMP_i \times (1 + LAF))$$

Where:

LAF

Loss adjustment factor

0.0% for service voltages of 69 kV or greater

0.1% for service voltages of 23 kV or greater up to (not including) 69 kV

3.0% for service voltages of 2.4 kV or greater up to (not including) 23 kV

6.7% for service voltages less than 2.4 kV

LMPt = the "Day-Ahead" Locational Marginal Price, or "LMP" as defined and specified by the Midwest ISO at the Commercial Pricing Node labeled "FESR", as this node may be changed or superseded from time to time by the Midwest ISO. In the event there is an error in the LMP reported by the Midwest ISO, the Company shall apply such prices as corrected by the Midwest ISO in monthly billings.

t = An hour in the billing period during which Back-Up energy was supplied

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 Midwest ISO pricing.

In the event that any MISO costs present themselves due to standby generation service while this Rider is in effect that are not otherwise recovered by the Company, such costs shall be passed through to the customer, upon PUCO approval.

TERMS AND CONDITIONS

RIDERS:

Except as otherwise noted, the Rates and charges specified above shall be modified in accordance with the otherwise Applicable Tariff Riders, ~~except for the Net Energy Metering Rider, in effect, plus a fuel charge of 1.3605¢ per kWh, and shall be modified in accordance with The Ohio Commercial Activity Tax rate as established in Section 5751.02 of the Ohio Revised Code.~~ The fuel charge ~~includes a~~ cost recovery split between RTC and RSC in proportion to RTC and RSC charges in the applicable Rate Schedule.

If the total applicable RTC and RSC charges under Method B were to be less than 1.8505¢ per kWh (the sum of the energy charge for Backup Power plus the fuel charge), the excess would be generation charges.

DETERMINATION OF PARTIAL SERVICE:

Partial Service Capacity shall be established by the Customer and the Company prior to receiving service under this schedule.

The Customer may request a time dependent Partial Service Capacity level, subject to Company acceptance. The Customer must submit a supply profile for each capacity source sixty (60) days prior to the contract period. The Company has thirty (30) days within which to make any reasonable modifications.

In the event the Customer's alternate supply exceeds the presubmitted supply profile, the Partial Service Capacity will be re-established at the new supply level for that and comparable time periods, and shall be in effect for the remainder of the contract period, unless otherwise altered hereunder.

In the event the Customer installs additional generating equipment, or the metered Back-Up, Maintenance or Emergency demand in any billing period exceeds the Partial Service Capacity, the Partial Service Capacity shall be re-established at the new level and remain in force for the remainder of the contract period, unless otherwise altered hereunder.

DETERMINATION OF CAPACITY RESERVATION:

The Capacity Reservation demand shall be specified 60 days in advance of the initial contract period by the Customer and shall be equal to the amount of Customer owned generation or capacity from another electric source for which the Customer desires Back-Up capacity.

In the event the Customer requires Emergency power to be supplied by the Company, the Capacity Reservation deemed contracted for thereafter shall be increased by an amount equal to the net demonstrated usage determined by the amount of Emergency power supplied.

The Capacity Reservation shall be in force for the remainder of the contract period, unless otherwise altered hereunder.

PARTIAL SERVICE SCHEDULE

CONTRACT PROVISIONS:

~~The contract period is defined as a one-year period and service in order to receive service under this schedule. Schedule, customer must enter into a Partial Service Contract, the initial term of which shall be for a one-year term and self-renewing for one-year with self-renewing annual periods thereafter. Unless otherwise authorized by the Company, unless and until a party provides the Customer may cancel service being provided hereunder upon other with written notice to terminate the Company, received agreement at least sixty (60) days prior to the end of any contract or renewal period.~~

The Capacity Reservation or Partial Service Capacity may be adjusted during any annual term, upon written request by the Customer, subject to the approval of the Company.

MAINTENANCE POWER SCHEDULE:

Maintenance power shall be supplied under the applicable Rate Schedule, as determined by the Company using the requested level of maintenance demand, and such power shall be provided only on a prescheduled basis. At no time shall the requested maintenance demand be more than the Partial Service Capacity.

Maintenance power will be available for up to four weeks per calendar year per generating unit. Of these twenty-eight (28) days, the Customer will be permitted up to two consecutive days of Maintenance power, only during off-peak periods, during each of the summer billing periods. A maintenance day shall constitute any 24 consecutive hour period in which Maintenance power is scheduled. Sixty (60) days prior to the initial one-year contract period, and at least 60 days prior to each succeeding annual period, a maintenance schedule shall be presented to the Company by the Customer. Customers with multiple generating units shall present a maintenance schedule for each unit, and shall specify the level of maintenance demand for each unit. The Company reserves the right to modify the maintenance schedule. Any modifications by the Company must be made with reason within 30 days after the annual maintenance schedule is presented by the Customer.

The Customer may request in writing an adjustment in a schedule maintenance outage up to three weeks prior to previously scheduled dates. Adjusted dates must be within one week of the previously scheduled dates and shall result in a scheduled outage of the same seasonal and daily characteristics, time and duration as the previously scheduled maintenance outage. Company approval, or disapproval with reason, for such adjustment shall be given within one week of such request.

The Company may cancel a scheduled maintenance outage with reason at any time with seven (7) days notice prior to the beginning of a scheduled maintenance outage if conditions on the Company's system warrant such a cancellation. Such notification of cancellation shall state the reasons for such cancellation. Summer Maintenance power can be cancelled by the Company within two days of such dates with reason. Scheduled maintenance outage(s) cancelled by the Company shall be rescheduled subject to the mutual agreement of the Customer and the Company.

PARTIAL SERVICE SCHEDULE

OTHER TERMS AND CONDITIONS:

1. ~~A Time-of-Day demand meter and a watthour meter, equipped with a detent to prevent reverse rotation, shall be used to measure the energy being supplied by the Company to the Customer. A Time-of-Day demand meter and a watthour meter, equipped with a detent to prevent reverse rotation, shall be installed to measure the energy provided to the Customer from sources other than the Company. All energy sources shall be metered. The customer is responsible for providing a working dedicated telephone line for metering purposes at each metering point and shall pay the Company any and all expenses involved in providing and/or installing interval metering equipment. Maintenance of the meter(s) will be the responsibility of the Company, which will own the meter(s). The Customer's monthly electric bill shall be calculated by using measurements obtained from these meters.~~
2. Supplemental power will be calculated by measuring the total capacity and energy that is provided to the Customer by the Company less any Back-Up, Emergency or Maintenance power provided to the Customer by the Company. Supplemental power shall be supplied to any Customer under the Company's appropriate, applicable Rate Schedule in effect at the time of service. The level of firm power requested by the Customer shall determine the appropriate, applicable Rate Schedule.
3. The Customer shall be provided Back-Up power during periods of unscheduled outages ~~supplied under the Company's appropriate, applicable Rate Schedule in effect at the time of providing service,~~ but such power shall not exceed the level of the Customer's Partial Service Capacity. Should recorded demand exceed the level of the Capacity Reservation, the additional demand shall be charged at the Emergency Services Demand and Energy Charge. Back-Up power shall be supplied under the Company's appropriate, applicable Rate Schedule in effect at the time of providing service. The level of Capacity Reservation power requested by the Customer shall determine the appropriate, Applicable Rate Schedule. At no time shall the level of Back-Up power be used to establish demand levels for Supplemental power.
4. Maintenance power shall be supplied to a Partial Service Customer under the appropriate, applicable Rate Schedule in effect at the time of providing service, as determined by the Customer's requested level of Maintenance Demand, and shall be provided on a scheduled basis. At no time will the level of Maintenance power be used to establish demand levels for Supplemental power.
5. Emergency power shall be supplied, subject to availability, and when there will be no detriment to system service reliability, to a Customer who does not contract with the Company for Capacity Reservation, or for any level of demand that exceeds such Capacity Reservation. At no time will the level of Emergency power be used to establish levels for Supplemental power.

GENERAL RULES:

1. All Customers shall comply with applicable national, state and local codes, standards and regulations.
2. All Customers shall comply with the provisions of this schedule, as well as the Company's General Rules and Regulations. The Company reserves the right to refuse or to terminate service under this schedule upon finding that the alternative energy supply will not be installed or is not operating in compliance with this schedule.

PARTIAL SERVICE SCHEDULE

GENERAL RULES:(Cont'd)

3. ~~3.~~ The Customer agrees to be legally responsible for any damage to the Company's facilities resulting from the alternate electrical source or operation of the Customer's generating equipment. The Customer also agrees to indemnify the Company and save it harmless from all damages, costs, claims, and expenses to the Company, its employees, successors and assigns, or to any third party arising out of, or related to, the operation of the Customer's generator and equipment associated with the connection of the said equipment to the Company's system, except where such damages, costs, claims and expenses have been occasioned by the sole negligence of the Company, its agents or employees. The Company may require proof of adequate insurance or bond.
4. If a partial service contract is not in effect during the period partial service is provided by the Company, the customer shall be charged the Capacity Reservation Charge as set forth herein. The Capacity Reservation demand applicable to such customer shall be the peak capacity of the customer's generation source as determined by the interconnection application or as estimated by the Company, as necessary. The customer shall be subject to all provisions of this Schedule, as applicable.

SPECIAL RULES:

1. The Customer's generating equipment must produce a 60 hertz sine wave output, with distortion at a level which is within applicable industry standards, at a voltage compatible with the Company's service voltage at the Customer's service location.
2. The Customer shall provide the proper electrical devices to disconnect without intentional time delay its generating equipment from the Company's system in the event of a supply outage or a supply circuit failure. A manual disconnection device, capable of being padlocked by the Company, must be provided. The Company shall have access to such equipment at all times and be the sole judge of whether any safety or operating hazards exist.
3. The Customer shall provide the Company with manufacturer's literature describing the electrical characteristics and operation of the proposed generator and associated equipment. The Company shall have the right to refuse connection of any device which it finds incompatible with its electric system.
4. The Customer shall pay all Interconnection costs.
5. The Customer shall perform and bear all costs associated with maintenance work required for its interconnection equipment.
6. Sixty (60) days prior to making any changes or modifications to its equipment which materially impacts operation, the Customer shall notify the Company in writing.
7. At the time that a Customer permanently ceases operation, all equipment which was necessary to permit interconnected operations shall be promptly removed. All costs incurred with the removal shall be borne by the Customer.

~~8. Any metering costs associated with the Partial Service operation will be borne by the Customer.~~

Filed pursuant to Order dated July 19, 2000, in Case No. 99-1212-EL-143, before

The Public Utilities Commission of Ohio

Issued by: H. Peter Borg Anthony J. Alexander, President

Effective: January 1, 2002

PARTIAL SERVICE SCHEDULE

SPECIAL RULES: (Cont'd)

9. ~~The Company may enter into Individualized agreements with Customers which may deviate from this schedule. Such agreements shall address those significant characteristics of service and cost which would influence a need for individualized agreement such as, but not limited to, the following:~~

- ~~a. The ability of the Partial Service Customer to accept interruptible service under back-up conditions;~~
- ~~b. Whether the arrangement allows for long term utility planning of least cost capacity availability;~~
- ~~c. Whether there is sufficient local facility capacity to serve the load;~~
- ~~d. Whether there is sufficient substation capacity to serve the load;~~
- ~~e. Whether there is sufficient transmission and generating capacity to serve the load.~~

~~10.~~ The Company will allow up to a four (4) hour grace period for the Customer to bring its alternative supply back on line in the event of a Company-caused outage of the alternative supply. Upon written notice and proof within ten (10) days by the Customer that a Company service interruption caused such outage, the Company will supply partial service to the Customer through the Supplemental service provisions. This service will continue until restoration of the alternative supply is established but not for longer than four (4) hours after re-establishment of Company service.

DEFINITIONS:

"Qualifying Facility" (QF) means a cogeneration facility or a small power production facility which is a Qualifying Facility under Subpart 5 of FERC 18 Code of Federal Regulations Part 292.

"Sale" means the sale of electric energy or capacity or both by the Company to a Customer under the Partial Service Schedule.

"Interconnection costs" means the reasonable costs incurred by the Company directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a Customer under the Partial Service Schedule to the extent such costs are in excess of the corresponding costs which the Company would have incurred if it had not engaged in interconnection operations, but instead generated an equivalent amount of electric energy itself or purchased an equivalent amount of electric energy or capacity from other sources. Interconnection costs include, but are not limited to, the cost of connection, switching, metering, transmission, distribution, safety provisions and administrative costs. Interconnection costs do not include any costs included in the calculation of avoided costs.

"Supplemental power" means electric energy or capacity or both supplied by the Company regularly used by a Partial Service Customer, in addition to that which the Customer acquires from alternate sources or generates itself.

PARTIAL SERVICE SCHEDULE

DEFINITIONS: (Cont'd)

"Back-Up power" means electric energy or capacity supplied by the Company, to replace energy ordinarily obtained by the Customer from other sources or produced by the Customer's generating facility, during an unscheduled outage.

"Maintenance power" means electric energy or capacity supplied by the Company during scheduled outages of the Customer's generating equipment or alternate electric supply.

"Emergency power" means Company supplied electric energy or capacity to a Customer served under the Partial Service Schedule who does not purchase Capacity Reservation power in an amount sufficient to meet its needs during the period of an unscheduled outage.

"Excitation power" means Company supplied electric energy or capacity required by the Customer served under the Partial Service Schedule to energize generation equipment, transformers, and other Customer equipment.

"Capacity Reservation" means the level of demand the Customer contracts for on a monthly basis from the Company and shall be that amount up to or equal to the amount of Customer owned generation or capacity from another electric source.

"Partial Service Capacity" means that capacity expected to be achieved by the alternate source of electrical supply as determined by, but not limited to, such indicators as nameplate rating of equipment, alternate power supply agreements, transformer or line limitations, or net demonstrated capability.

"Billing Period" or "billing period" means the monthly period over which the Company normally applies its rates and tariffs.

"Rate Schedule" means the firm power rate schedules contained in the Company's tariffs.

PUCO Order: The existing Partial Service Rider was approved under Case Numbers 99-1212-EL-ETP and 03-2144-EL-ATA for TE, OE and CEI. Proposed changes are being filed pursuant to the Commission's March 28, 2007 Order, in Docket No. 05-1500-EL-COI, and the changes to the Ohio Administrative Code as proposed in said Order and as approved by JCAR on October 22, 2007. The major proposed changes are summarized below:

- a. **Applicability:** For administrative reasons, the Company is proposing an exemption from this Rider/Schedule/Rate for customers with self-generation capacity of no greater than 100 kW. Additional exemptions are included for customers taking service under the proposed Optional Standby Service Rider or the Net Energy Metering Rider as long as the net metering system under the latter is fueled by renewable fuel sources. The exclusion of fossil fueled net metering systems was necessary because of the removal of the size limitation from the definition of net metering system pursuant to the Commission's Order.
- b. **Default Application:** Rather than retain the current remedy of allowing disconnection of service when a customer takes partial service without executing a partial service contract as required by this Rider, a provision is proposed to apply capacity reservation charges to any customer that takes such service under such conditions. This provides a more practical recourse for the Company and the customer.
- c. **Market Based Option:** In order to comply with the Commission's Order, a proposed market-based option is being added. The design of this option is virtually identical to the market-based pricing methodology included in the Company's existing Experimental Market Based Tariff, the extension of which was recently approved by the Commission.
- d. **Generation Pricing:** Customers selecting the market-based pricing option would not be charged generation charges, including fuel charges specified in the tariff under the fixed price option. They would be responsible for other energy charges such as RTC, RSC and any other non-generation charges of the otherwise applicable tariff as specified in the fixed pricing option.
- e. **Generation Pricing:** Proposed language has been added to replace specified market based energy pricing with pricing arising from the Company's Standard Service Offer beginning January 1, 2009.
- f. **Taxes:** Proposed language has been added to allow the adjustment of prices for the Commercial Activity Tax, which the Company is legally obligated to collect.
- g. **Special Contracts:** The option for the Company to enter into individualized agreements is being eliminated in this proposal. It is the Company's intention to apply pricing for partial service in accordance with approved tariffs. The removal of this option is also consistent with the Commission's position that special arrangements with individual customers should be avoided.
- h. **Metering:** In order to effectively apply the partial service Schedule and have the billing units needed to accurately calculate the customer's bill, the requirement that the customer provide a Time-Of-Day meter is being replaced with a requirement that the customer provide a dedicated telephone line and pay the Company the cost to provide interval metering for each energy source and/or each metering point.