

Cinergy Corp.
139 East Fourth Street
P.O. Box 960
Cincinnati, OH 45201-0960
Tel 513.287.2443

DONALD J. ROTTINGHAUS
Manager,
Rate Services

March 27, 1997

RECEIVED-ROTTINGHAUS
97 APR -1 AM 8:54

FUCO

CINERGY.

Mr. Gary E. Vigorito
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215-3793

RE: In the Matter of Conjunctive Electric Service)
Guidelines, Proposed by Participants of the) Case No. 96-406-EL-COI
Commission Roundtable on Competition)
in the Electric Industry.)

and

RE: In the Matter of the Application of)
The Cincinnati Gas & Electric Company for)
Approval to Modify Rate RTP, Experimental) Case No. 9736/- EL-ATA
Real Time Pricing Program and Rate EOP-RTP)
Energy Call Option Program)

Dear Mr. Vigorito:

Enclosed for filing are an original and 13 copies of The Cincinnati Gas & Electric Company's conjunctive service tariff, Rate CES, in compliance with the Commission's Order in Case No. 96-406-EL-COI.

Also enclosed are an original and 13 copies of the Company's proposed Rate MVP, Optional Market Value Pricing Program, representing a revision to Rate RTP and Rider EOP-MVP, Energy Option Program for MVP, a revision to the current Rider EOP-RTP.

Rate RTP and Rider EOP-RTP have been revised to: a) establish a platform that offers a broader range of market-based products and services to all customers; and, b) accommodate the new Conjunctive Electric Service Rider, Rider CES-MVP, in compliance with the Commission's Order.

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 SUW Date Processed 4-2-97

The Cincinnati Gas & Electric Company
PSI Energy, Inc.

Mr. Gary E. Vigorito

- 2 -

March 27, 1997

Since the Company's Rate CES requires the use of the proposed Rate MVP and Rider EOP-MVP, we ask that the Commission view these two filings together. Please assign a case number for the above ATA filing and return a time-stamped copy of both applications for our files. Thank you.

Very truly yours,



Donald J. Rottinghaus

Enclosure

cc: Mr. Greg Scheck
Mr. Bob Fortney

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

Application Not for an Increase in Rates,
pursuant to Section 4909.18 Revised Code

RECEIVED-BOOKING
1997-1 21 8:55
7223

In the Matter of the Application of The Cincinnati
Gas & Electric Company to Revise Its Experimental
Real Time Pricing Program - Rate RTP and to
Modify Its Energy Call Option Program - Rider
EOP-RTP)
)
) 97- -EL-ATA
)
)

1. APPLICANT RESPECTFULLY PROPOSES: (Check applicable proposals)

- ☐ New Service ☐ Change in Rule or Regulation
☐ New Classification ☐ Reduction Rates
☐ Change in Classification ☐ Correction of Error
☐ Other, not involving increase in rates.
☒ Various related and unrelated textual revision, without
change in intent

2. DESCRIPTION OF PROPOSAL: This application is made pursuant to Section 4909.18, Ohio Revised Code, to file a revised tariff schedule to modify its exiting Real Time Pricing Program in order to: a) establish a platform that offers a broader range of market based products and services to all customers, and b) to accommodate the new Conjunctive Electric Service (Rider CES-MVP) in compliance with the Conjunctive Electric Service Guidelines. Also, the Company is proposing a name charge for the rate schedule from RTP to MVP (market value pricing). The Company is proposing to add specific changes for Ancillary Service.

The Company is also proposing to modify the Company's Energy Call Option Program Rider by changing the references within the tariff from RTP to the MVP Program and change the transaction fee for the Buy-Out Energy from a 10% adder to a fixed fee of \$0.002500 per kWh to match the MVP Program.

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

Sheet No. 90.1, P.U.C.O. No. 17

Tariff Title:

Experimental Real Time Pricing Program Rider

Section:

Tariff Title:

Rider EOP-RTP, Energy Call Option Program

Section:

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;

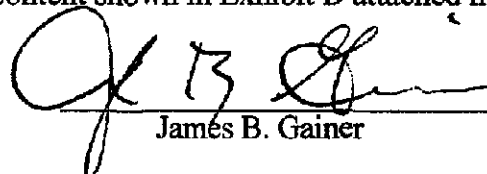
(b) if new equipment is involved, describe (preferably with a picture, brochure, etc.) and where appropriate, a statement distinguishing proposed service from existing services;

(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.

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

5. This application will not result in an increase in any rate, joint rate, toll, classification, charge or rental.
6. Applicant respectfully requests the Commission to approve Rider MVP, Optional Market Value Pricing Program and Rider EOP-MVP, Energy Call Option Program, and authorize CG&E to file the same in final form, to become effective on the date, subsequent to filing, to be shown on the proposed schedule sheets which will be filed with the Commission, and to be in the form and content shown in Exhibit B attached hereto.


James B. Gainer

Associate General Counsel
The Cincinnati Gas & Electric Company
Title

139 East Fourth Street
Cincinnati, Ohio 45202
Address

(513) 287-2633
Telephone Number

EXISTING TARIFF SCHEDULE
RATE RTP
EXPERIMENTAL REAL TIME PRICING PROGRAM

BILL NOS. WP Secondary Mtr.
WQ Primary Mtr.
WR 12.5kV Secondary Mtr.
WS 12.5kV Primary Mtr.
WT 34.5kV Secondary Mtr.
WW 34.5kV Primary Mtr.
WX Secondary Mtr.
WY Primary Mtr.

RATE RTP
EXPERIMENTAL REAL TIME PRICING PROGRAM

APPLICABILITY

Applicable to Customers served under Rate DS, Rate DP, or Rate TS. Service under the RTP Program will be offered on an experimental basis through December 31, 2000. Customers must enter into a written service agreement with a minimum term of one year.

PROGRAM DESCRIPTION

The RTP Program is an experimental program whose purpose is to test Customer's response to hourly price signals based on Company's costs to supply electricity. The RTP Program is scheduled to be offered through December 31, 2000 and is a voluntary program. Participation in the RTP Program offers Customers the opportunity to manage their electric costs by either shifting load from higher cost to lower cost pricing periods or adding new load during lower cost pricing periods. Binding quotes will be sent to each Customer on a day-ahead basis. The program is intended to be bill neutral to each Customer with respect to their historical usage through the use of a Customer Baseline Load (CBL).

SPECIAL METERING

The incremental cost of any special metering and local facilities required for service under this Program beyond that normally provided under the applicable Standard Tariff shall borne by the Customer. Customers shall have the option to purchase and maintain all special metering and local facilities required for service under this Program from either the Company or from qualified vendors. All third-party metering and local facilities shall meet reasonable specifications which are consistent with and are maintained according to industry standards. Additionally, third-party meters must be compatible with Company's meter reading, translation and testing equipment.

The incremental costs, if any, incurred by the Company in maintaining the special metering and local facilities shall be paid by the Customer. Whether the Customer chooses Company or some other vendor for all or a part of these services, the Company retains the right to access the meter for billing purposes. Company will provide to Customer various payment options for any special metering or local facilities provided by Company. All special metering shall be installed by Company. Protocols shall be established to protect the integrity and security of the billing information produced by the special metering equipment. Individual Customers shall have access to and the right to obtain any information from such metering equipment located on the Customer's premises.

Issued pursuant to an Order in Case No. 95-866-EL-UNC dated February 12, 1997 by the Public Utilities Commission of Ohio.

Issued: March 25, 1997

Effective: March 25, 1997

Issued by W. J. Grealis, President

CUSTOMER BASELINE LOAD

The CBL is one complete year of Customer hourly load data that represents the electricity consumption pattern and level of the Customer's operation under the Standard Rate Schedule. The CBL is the basis for achieving bill neutrality for Customers billed under this Rate RTP, and must be mutually agreeable to both the Customer and the Company as representing the Customer's usage pattern under the Standard Rate Schedule (non-RTP). Agreement on the CBL is a requirement for participation in the RTP Program. (D)

RTP BILLING

Customers participating in the RTP Program will be billed monthly based on the following calculation: (D)

$$\text{RTP Bill} = \text{AC} + \text{EC} + \text{NC} + \text{ASC} + \text{PIPP} + \text{PC}$$

Where:

AC = Access Charge

EC = Energy Charge

NC = Network Charge

ASC = Ancillary Services Charge

PIPP = Rider PIPP Charge

PC = Program Charge

ACCESS CHARGE

The Access Charge is independent of Customer's currently monthly usage, and is designed to achieve bill neutrality with the Customer's standard tariff if no change in electricity usage pattern occurs (less applicable program charges). The Access Charge is calculated at the end of the billing period and changes each billing period to maintain bill neutrality for a Customer's CBL.

The Access Charge will be calculated as follows:

$$\text{AC} = (\text{Standard Bill @ CBL}) - \left\{ \sum_{t=1}^n (\text{CBL}_t \times \text{RTP}_t) \right\} \quad (D)$$

Where:

AC = Access Charge

Standard Bill = Customer's bill for the specific month on the applicable Rate Schedule, including Rider EFC, using the CBL to establish the applicable billing determinants

n = total number of hours in the billing period

t = an hour in the billing period

CBL_t = Customer Baseline Load in hour t

RTP_t = Applicable Hourly RTP for hour t for the customer (D)

The CBL shall be adjusted to reflect applicable metering adjustments under the Rate Schedule. The PIPP charge shall be excluded from the calculation of the Access Charge.

ENERGY CHARGE

The Energy Charge is a charge for energy usage based on the hourly energy price quotes provided the previous day, as defined below in the section entitled "Hourly RTP," by Company during the billing period and the Customer's actual hourly energy consumption for the billing period. (D)

The Energy Charge will be calculated as follows:

Issued pursuant to an Order in Case No. 95-866-EL-UNC dated February 12, 1997 by the Public Utilities Commission of Ohio.

Issued: March 25, 1997

Effective: March 25, 1997

Issued by W. J. Grealis, President

ENERGY CHARGE (Contd.)

$$EC = \sum_{t=1}^n (\text{kWh}_t \times \text{RTP}_t)$$

(D)

Where:

kWh_t = Customer's kilowatt-hour usage in hour t

RTP_t = the applicable hourly RTP for hour t

t = an hour in the billing period

n = total number of hours in the billing period

The actual kWh_t shall be adjusted to reflect applicable metering adjustments under the Rate Schedule.

(D)

HOURLY RTP

The Hourly RTP will be equal to:

$$\text{RTP}_t = [(.80 \times \text{MGC}_t \times \text{LAF}) + (.20 \times P_a)]$$

(D)

Where:

P_a = The average price on a \$/kilowatt-hour basis for the applicable billing period at the Standard Rate Tariff, including Rider EFC.

LAF = loss adjustment factor

= 1.0530 for Rate TS

= 1.0800 for Rate DP

= 1.1100 for Rate DS

MGC_t = the lesser of CMGC_t or WFGC_t

$\text{CMGC}_t = \text{CMOC}_t + \text{CMCC}_t$

CMOC_t = Cinergy's marginal operating cost for hour t

* CMCC_t = Cinergy's marginal cost of capacity for hour t

WFGC_t = Cost of firm generation capacity and energy in the wholesale market for hour t based on day head price quotes

(D)

* Cinergy's marginal cost of capacity for any hour t will be based on an analysis of expected reserve margin versus Cinergy's marginal cost of capacity. A table showing the values to be used for the RTP Program will be provided upon request.

The Company will send to Customer, by 3:00 p.m. each day, the twenty-four Hourly RTP that will be charged the next day. Such Hourly RTP shall include the applicable per hour Network Charge. The Company may send more than one-day-ahead Hourly RTP for holidays identified in Company's tariffs. The Company may revise these prices by 3:00 p.m. the day before they become effective. Company will provide the communication technology to be used to provide Customer with the Hourly RTP. Customer will be responsible for providing a dedicated telephone line.

(D)

The Company is not responsible for failure of Customer to receive and act upon the Hourly RTP. It is Customer's responsibility to inform Company of any failure to receive the Hourly RTP by 5:00 p.m. the day before they become effective.

NETWORK CHARGE

The hourly Network Charge is a charge for using the transmission and distribution system to deliver energy to the Customer. The applicable hourly Network Charge (Credit) shall be applied on a hour by hour basis to Customer's incremental (decremental) usage from the CBL. The hourly Network Charge (Credit) shall initially be established using average embedded costs. It is the Company's

(D)

Issued pursuant to an Order in Case No. 95-866-EL-UNC dated February 12, 1997 by the Public Utilities Commission of Ohio.

Issued: March 25, 1997

Effective: March 25, 1997

Issued by W. J. Grealis, President

NETWORK CHARGE (Contd.)

intent to develop hourly marginal Network Charges. Company will obtain Commission approval before including such charges and will notify participating Customers when such approval has been obtained. (D)

Charge (Credit) For Each kW Per Hour From The CBL

Rate DS	\$ 0.004800 per kW Per Hour	(D)
Rate DP	\$ 0.004600 per kW Per Hour	
Rate TS	\$ 0.001600 per kW Per Hour	

The kW Per Hour incremental or decremental usage from the CBL shall be adjusted to reflect applicable metering adjustments under the standard Rate Schedule.

ANCILLARY SERVICES CHARGE

To the extent that Company may develop specific charges to cover ancillary services, such as load following, daily operating reserves, and voltage support, Company reserves the right to include these charges in future bill calculations. Company will obtain Commission approval before including such charges and will notify participating Customers when such approval has been obtained. The Ancillary Services Charge will initially be set to zero. (D)

PIPP Charge

All kWh, adjusted to reflect required metering adjustments under this rate schedule, shall be subject to application of the amount per kWh stated on Sheet No. 77, Rider PIPP, Percentage of Income Payment Plan (PIPP).

PROGRAM CHARGE

A charge of \$150.00 per billing period per site shall be added to Customer's bill to cover the additional billing, administrative, and communication costs associated with the RTP Program. (D)

BILL AGGREGATION SERVICE

Customers will have the choice to aggregate electric loads at multiple sites under the RTP Program for the purposes of the application of the Energy Charge. The calculation of the Access Charge will be based on the application of the CBL on a non-aggregated basis for each individual site.

PRICE MANAGEMENT SERVICE

Customers will have the choice to enter into a price management agreement whereby the average RTP for a specified time period (Contract Period) will be fixed at a specified level (Contract Price). Customers entering into a price management agreement can chose either Open Quantity Service or Fixed Quantity Service. (D)

The minimum Contract Period will be one week. The maximum Contract Period will be three months. Customers entering into a price management agreement must remain on the RTP Program for the duration of the Contract Period. The Contract Price will be based on a forecast of Hourly RTP, adjusted for losses, for the Contract Period plus a price management adder, as determined by Company, for fixing the Contract Price. Company will have the final determination to enter into a Price Management Contract.

During the Contract Period, Customer will be subject to the Hourly RTP at the actual kWh usage. Customer remains responsible for monitoring the Hourly RTP and managing their kWh consumption during such Contract Period.

Issued pursuant to an Order in Case No. 95-866-EL-UNC dated February 12, 1997 by the Public Utilities Commission of Ohio.

Issued: March 25, 1997

Effective: March 25, 1997

Issued by W. J. Grealis, President

PRICE MANAGEMENT SERVICE (Contd.)

Open Quantity Service

Customers entering into an Open Quantity Service Agreement will have the following adjustment added to the RTP Bill at the end of the Contract Period:

(D)

$$\text{Adjustment} = (\text{Contract Price} - \text{RTP}_a) \times (\text{kWh}_{\text{act}} - \text{kWh}_{\text{CBL}})$$

Where:

Contract Price = the mutually agreed upon average RTP for the Contract Period

RTP_a = the numerical average of Hourly RTP for the Contract Period

kWh_{act} = the actual kWh usage for the Contract Period

kWh_{CBL} = the CBL kWh usage for the Contract Period

(D)

The kWh_{act} and the kWh_{CBL} shall be adjusted to reflect applicable metering adjustments under the Rate Schedule. The Adjustment shall only be added to the RTP Bill when the kWh_{act} are greater than the kWh_{CBL}.

Fixed Quantity Service

Customers entering into a Fixed Quantity Service Agreement must specify the maximum hourly kW demand (Contract kW) and the Contract kWh to be purchased during the Contract Period at the Contract Price. The RTP Bill will be adjusted at the end of the Contract Period such that the Contract kWh are billed at the Contract Price. The adjustment will only be applied to the Contract kWh. Customer will be obligated to purchase the Contract kWh level for the Contract Period. Any hourly demand or kWh usage that exceeds the contracted levels will not be included in the calculation of the adjustment. The Contract kWh shall be adjusted to reflect applicable metering adjustments under the Rate Schedule.

TERM AND CONDITIONS

Except as provided in this Rate RTP, all terms, conditions, rates, and charges outlined in the Standard Rate Schedule will apply. Participation in the RTP Program will not affect Customer's obligations for electric service under the Standard Rate Schedule.

(D)

Customers receiving service under Rider CP as of June 14, 1996, or a special contract that contains an interruptible service provision will be eligible to participate in the RTP Program. Adjustments will be made to the CBL to reflect the interruptible service.

Customers who terminate their participating in this Program prior to its scheduled ending will be ineligible to return to the RTP Program for the duration of the experiment.

(D)

The primary term of service is one (1) year consisting of a consecutive twelve month period.

Customers returning to the standard tariff shall have any historical demands in excess of the CBL, waived for purposes of calculating applicable billing demands.

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

Issued pursuant to an Order in Case No. 95-866-EL-UNC dated February 12, 1997 by the Public Utilities Commission of Ohio.

Issued: March 25, 1997

Effective: March 25, 1997

Issued by W. J. Grealis, President

PROPOSED TARIFF SCHEDULE
RATE MVP, MARKET VALUE PRICING

RATE MVP
OPTIONAL MARKET VALUE PRICING PROGRAM

(T)

AVAILABILITY

Available to all Customers. Customers must enter into a written service agreement with a minimum term of one year

(T)

PROGRAM DESCRIPTION

Participation in the MVP Program offers Customers the opportunity to manage their electric costs by either shifting load from higher cost to lower cost pricing periods or adding new load during lower cost pricing periods.

SPECIAL METERING AND LOCAL FACILITIES REQUIREMENTS

The incremental cost of any special metering and local facilities required for service under this Program beyond that normally provided under the otherwise applicable Standard Tariff shall be borne by the Customer. Customers shall have the option to purchase and maintain all special metering and local facilities required for service under this Program from either the Company or from qualified vendors. All third-party metering and local facilities shall meet reasonable specifications required by the Company which are consistent with and are maintained according to industry standards. Additionally, third-party meters must be compatible with Company's meter reading, translation and testing equipment.

(T)

The incremental costs, if any, incurred by the Company in maintaining the special metering and local facilities shall be paid by the Customer. Whether the Customer chooses Company or some other vendor for all or a part of these services, the Company retains the right to access the meter for billing and meter testing purposes. Company will provide to Customer various payment options for any special metering or local facilities provided by Company. All Customer owned special metering shall be tested by Company prior to its installation if such metering is used for billing purposes. The installation of any Customer owned metering or local facilities that directly interfaces with Company's facilities shall be coordinated with Company. Protocols shall be established by the Company to protect the integrity and security of the billing information produced by the special metering equipment. Individual Customers shall have access to and the right to obtain any information from such metering equipment located on the Customer's premises.

(T)

MVP BILLING

Customers participating in the MVP Program will generally be billed monthly based on the following calculation:

(T)

$$\text{MVP Bill} = \text{AC} + \text{EC} + \text{EDC} + \text{ASC} + \text{PIPP} + \text{PC}$$

Where:

<u>AC</u>	= Access Charge
<u>EC</u>	= Energy Charge
<u>EDC</u>	= Energy Delivery Charge
<u>ASC</u>	= Ancillary Services Charge
<u>PIPP</u>	= Rider PIPP Charge
<u>PC</u>	= Program Charge

Issued pursuant to an Order in Case No. _____
of Ohio.

dated _____

by the Public Utilities Commission

Issued:

Effective:

Issued by: W. J. Grealis, President

CUSTOMER BASELINE LOAD (CBL)

The CBL is one complete year of Customer hourly load data that represents the electricity consumption pattern and level of the Customer's operation under the otherwise applicable Standard Rate Schedule. The CBL must be mutually agreeable to both the Customer and the Company as representing the Customer's usage pattern under the otherwise applicable Standard Rate Schedule (non-MVP). Agreement on the CBL is a requirement for participation in the MVP Program. (T)

For Customers requesting service under this Program where a CBL does not exist, a prototypical CBL will be constructed to represent one complete year of Customer load data of the electricity consumption pattern and level of the Customer's usage. Customer and Company may mutually agree to make appropriate adjustments based on actual measured data.

ACCESS CHARGE

The Access Charge is independent of Customer's current monthly usage, and is designed to achieve bill neutrality compared to service under the otherwise applicable Standard Rate Schedule if no change in electricity usage pattern occurs (less applicable program charges). The Access Charge is calculated at the end of the billing period and changes each billing period to maintain bill neutrality for a Customer's CBL. (T)

The Access Charge will be calculated as follows:

$$AC = (\text{Standard Bill @ CBL}) - \frac{\sum_{t=1}^n (CBL_t \times MVP_t)}{n}$$

Where:

- AC = Access Charge
- Standard Bill = Customer's bill for the specific month on the otherwise applicable Standard Rate Schedule, including Rider EFC, using the CBL to establish the applicable billing determinants (T)
- n = total number of hours in the billing period
- t = an hour in the billing period
- CBL_t = Customer Baseline Load in hour t
- MVP_t = Applicable Price Quote for hour t (T)

ENERGY CHARGE

The Energy Charge is a charge for the actual energy usage during the billing period. The Energy Charge will generally be calculated as follows: (T)

$$EC = \sum_{t=1}^n (kWh_t \times MVP_t) \quad (T)$$

Where:

- kWh_t = Customer's kilowatt-hour usage in hour t (T)
- MVP_t = Applicable Price Quote for hour t
- t = an hour in the billing period
- n = total number of hours in the billing period

The actual kWh_t shall be adjusted to reflect applicable metering adjustments under the otherwise applicable Standard Rate Schedule. (T)

Issued pursuant to an Order in Case No. _____
of Ohio.

dated _____

by the Public Utilities Commission

Issued:

Effective:

Issued by: W. J. Grealis, President

PRICE QUOTES

Customers will have the choice to be billed using a daily price quote, a weekly price quote, or monthly price quotes (Price Quote). Company and Customer will mutually agree on the pricing structure to be used for the Price Quote, including but not limited to, hourly prices, prices by time period or seasons, price caps, price collars, etc. The Price Quote will be based on the expected market price of capacity and energy as defined under Hourly MVP, plus a transaction fee of \$0.00300 per kWh. The Price Quote will be based on a forecast of Hourly MVP, adjusted for losses, for the quoted period plus a price management premium, as determined by Company, for fixing the price.

(T)

HOURLY MVP

The expected market price will be based on forecasts of market conditions for the Price Quote period using a production cost simulation program that models the regional wholesale market. Company may also use publicly available market indices and bona fide third-party price quotes to establish the expected market price. The risk management premium will be based on an analysis of the expected wholesale price volatility and Customers' expected usage patterns.

(T)

Price Quotes will be adjusted for losses using the following loss factors:

Transmission service	=	1.0530
Primary service	=	1.0800
Secondary service	=	1.1100

For Customers choosing daily Price Quotes, Company will send to Customer, by 3:00 p.m. each day, the Price Quote that will be charged the next day. The Company may send more than one day-ahead Price Quote for holidays identified in Company's tariffs. The Company may revise these prices by 3:00 p.m. the day before they become effective.

For Customers choosing weekly Price Quotes, Company will send to Customer by 3:00 p.m. each Friday the Price Quote for the ensuing consecutive seven day period.

For Customers choosing monthly Price Quotes, Company and Customer will mutually agree to the time period(s) under which the monthly Price Quote(s) will be provided.

Company and Customer will mutually agree on the communication media and the costs of such media used to provide Customer with the Price Quote. Customers will have the option to supply their own communication media, provided that such media is acceptable to the Company. Company and Customer may mutually agree to alternative time periods under which the Price Quote will be provided.

The Company is not responsible for failure of Customer to receive and act upon the Price Quote. It is Customer's responsibility to inform Company of any failure to receive the Price Quote by 5:00 p.m. the day the Price Quote is supplied.

Issued pursuant to an Order in Case No.
of Ohio.

dated

by the Public Utilities Commission

Issued:

Effective:

Issued by: W. J. Grealls, President

ENERGY DELIVERY CHARGE

The hourly Energy Delivery Charge is a charge for using the transmission and distribution system to deliver energy to the Customer. The applicable hourly Energy Delivery Charge (Credit) shall be applied on a hour by hour basis to Customer's incremental (decremental) usage from the CBL. The hourly Energy Delivery Charge (Credit) shall initially be established using average embedded costs. It is the Company's intent to develop hourly marginal Energy Delivery Charges. Company will obtain Commission approval before including such charges and will notify participating Customers when such approval has been obtained.

(T)

Charge (Credit) For Each kW Per Hour From The CBL

Secondary Service (Single-Phase).....	\$ 0.004952 per kW Per Hour
Secondary Service (Three-Phase).....	\$ 0.004835 per kW Per Hour
Primary Service	\$ 0.004602 per kW Per Hour
Transmission Service	\$ 0.001671 per kW Per Hour

(T)

The kW Per Hour incremental or decremental usage from the CBL shall be adjusted to reflect applicable metering adjustments under the otherwise applicable Standard Rate Schedule.

ANCILLARY SERVICES CHARGE

The hourly Ancillary Services Charge is a charge to cover reactive supply & voltage control, regulation and frequency control, spinning reserve, and operating reserves that are not included in the Energy Charge. These charges are based on Company's wholesale open access transmission tariff, adjusted for losses. The applicable hourly Ancillary Services Charge (Credit) shall be applied on a hour by hour basis to Customer's incremental (decremental) usage from the CBL.

(T)

Charge (Credit) For Each kW Per Hour From The CBL

Secondary Service (Single-Phase).....	\$ 0.000997 per kW Per Hour
Secondary Service (Three-Phase).....	\$ 0.000997 per kW Per Hour
Primary Service	\$ 0.000970 per kW Per Hour
Transmission Service	\$ 0.000946 per kW Per Hour

The kW Per Hour incremental or decremental usage from the CBL shall be adjusted to reflect applicable metering adjustments under the otherwise applicable Standard Rate Schedule.

PIPP Charge

All kWh, adjusted to reflect required metering adjustments under this rate schedule, shall be subject to application of the amount per kWh stated on Sheet No. 77, Rider PIPP, Percentage of Income Payment Plan (PIPP).

OPTIONAL PROGRAM CHARGE

Customer may purchase from either Company or any other third-party suppliers any necessary equipment or software packages to facilitate participation in this program. While Customers are encouraged to use such equipment or software packages to maximize benefits under this Program, it is not a requirement for program participation. It is Customer's responsibility to ensure the compatibility of third-party equipment or software packages with any Company owned equipment or software packages.

(T)

Issued pursuant to an Order in Case No. _____
of Ohio.

dated _____

by the Public Utilities Commission

Issued:

Effective:

Issued by: W. J. Grealis, President

BILL AGGREGATION SERVICE

Customers will have the choice to aggregate electric loads at multiple sites under the MVP Program for the purposes of the application of the Energy Charge. The calculation of the Access Charge will be based on the application of the CBL on a non-aggregated basis for each individual site. (T)

LIMITATIONS AND EXCLUSIONS

Except as provided in this MVP Program, all terms, conditions, rates, and charges outlined in the otherwise applicable Standard Rate Schedule will apply. Participation in the MVP Program will not affect Customer's obligations for electric service under the otherwise applicable Standard Rate Schedule. (T)

Customers receiving service under Rider CP as of June 14, 1996, or a special contract that contains an interruptible service provision will be eligible to participate in the MVP Program. Adjustments will be made to the CBL to reflect the interruptible service. (T)

Customers returning to the otherwise applicable Standard Rate Schedule shall have any historical demands in excess of the CBL, waived for purposes of calculating applicable billing demands. (T)

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

Issued pursuant to an Order in Case No. _____
of Ohio.

dated _____

by the Public Utilities Commission

Issued:

Effective:

Issued by: W. J. Grealis, President

EXISTING TARIFF SCHEDULE
RIDER EOP-RTP, ENERGY CALL OPTION PROGRAM

**RIDER EOP-RTP
ENERGY CALL OPTION PROGRAM**

(D)

Availability

Available to Customers participating in Company's Real Time Pricing Pilot Program. Except as provided in this Rider, all the terms and conditions of Rate RTP shall be in effect. Customers will enter into a supplemental written agreement that specifies the terms and conditions of the Energy Call Option Program.

(D)

Program Description

Definitions

"Buy-Out" shall mean Customer's election to purchase incremental energy (Buy-Out Energy) in lieu of reducing load, if such Buy-Out Energy is available.

"Buy-Out Costs " shall mean the actual hourly marginal cost plus a transaction fee of ten (10) percent.

(D)

"Call Option" shall mean the Company's right to exercise its option to purchase energy from Customer at the agreed upon Strike Price. The Call Option cannot be exercised until the Company's marginal operating costs are projected to be equal to or greater than the Strike Price.

"Marginal Costs" shall mean, with respect to internal generating resources, the incremental cost of electrical energy from fuel, fuel handling, start-up, emission allowances, operation, maintenance, taxes, transmission and distribution electrical energy losses, regulatory commission charges, and other expenses that are directly incurred by Company by reason of its generation of such electrical energy and that otherwise would not have been incurred by Company. "Marginal Costs" shall mean, with respect to third-party purchases (including third-party purchases designated by Customer), the total amount paid therefor by Company that otherwise would not have been paid by Company, including the amount paid for emission allowances, transmission and distribution electrical energy losses, taxes, and regulatory commission charges related to such transaction. Taxes shall mean any federal, state or local taxes incurred in connection with either the sale or production of such electrical energy.

"Option Load " shall mean the amount of load to be sold back to Company during the Call Option under the terms and conditions outlined in this Rider.

"Option Energy " shall mean the amount of energy to be sold back to Company during the Call Option under the terms and conditions outlined in this Rider.

"Strike Price" shall mean the price at which the Company may invoke its Call Option to purchase energy from Customer and is equivalent to Company's expected marginal operating costs.

Call Option

Customers who participate in the Energy Call Option Program agree to provide Company with a Call Option to sell energy back to Company at an agreed to Strike Price. Customers participating in the Energy Call Option Program agree upon notification by Company to limit their energy consumption to (a) a Contracted Load Level or (b) provide a specified amount of Contracted Load Reduction.

Filed pursuant to an Order dated February 12, 1997 in Case No. 95-866-EL-UNC before the Public Utilities Commission of Ohio.

Issued: March 25, 1997

Effective: March 25, 1997

Issued by W. J. Grealis, President

Program Description (Contd.)

In exchange, Customers will receive a fixed monthly Option Payment in the form of a credit on their electric bill based on the contracted amount of Option Load to be supplied and the Strike Price selected by the Customer.

In addition, when such Call Option is exercised, the customer will receive an additional credit on their electric bill based on the Option Energy times the Strike Price.

Buy-Out Service

If incremental energy is available, Customers will have the choice to Buy-Out of the Call Option by paying the Buy-Out Cost during such Call Option for all energy used above the Contracted Load Level or for all Contracted Load Reduction not supplied. However, if the system becomes constrained whereby incremental energy is not available, Customer must reduce usage or be billed for all energy supplied/not supplied at a rate of \$3.50 per kilowatt-hour.

Option Load Selection

The amount of Option Load and Strike Price selected by Customer will be mutually agreed to by the Customer and Company and shall be specified in the supplemental written agreement.

(D)

Monthly Option Payment

Customers will receive a monthly credit on their electric bill based on the amount of Option Load and the Strike Price selected. The option payment will be based on the approximate market value of Call Options in the wholesale market, less program administrative costs, for the upcoming contract period as determined by Company.

Call Option Hours

The Call Option will generally occur when the Company's hourly marginal operating costs are projected to be equal to or greater than the Strike Price. The Company, in its sole judgment, shall determine if such Call Option will be issued. The Call Option will be limited to weekdays during the months of June through September, excluding holidays. When such Call Option is exercised, it shall be for the eight hour period beginning at 12:00 noon and ending at 8:00 p.m. The number of Call Options exercised will be limited to one per day for such eight hour period. Company and Customer may agree by contract on alternative arrangements regarding start and end times for the exercise of Call Options.

Independence Day and Labor Day shall be considered holidays for purposes of this Rider.

Term Of Call Option

The Call Option will be in effect for a period of one (1) year as designated by the Company. Company and Customer may mutually agree to enter into additional one year Call Options.

Customer Obligations

Upon notification by Company, Customer must reduce electrical usage by either (a) reducing electrical usage to a specified level (Contracted Load Level) or by, (b) providing a specified amount of load reduction (Contracted Load Reduction). These quantities will be specified in the supplemental agreement and will be used to establish the amount of Option Load.

(D)

Filed pursuant to an Order dated February 12, 1997 in Case No. 95-866-EL-UNC before the Public Utilities Commission of Ohio.

Issued: March 25, 1997

Effective: March 25, 1997

Issued by W. J. Grealis, President

Buy-Out Service

If incremental generating resources are available either from Company owned capacity and/or from third-party purchases during the Call Option, Customers may continue to purchase Buy-Out Energy. Customers electing to purchase Buy-Out Energy will be automatically charged for all energy used above the Contracted Load Level or for the Contracted Load Reduction not supplied during such Call Option at the Buy-Out Cost for such time period. Company will supply estimates of the hourly Buy-Out Costs based on the day-ahead prices provided under Rate RTP.

(D)

In the event that Company owned capacity is not available, Company will use its best efforts to procure Buy-Out Energy on Customer's behalf in order to avoid undue interruption of electric service. Provided, however, Company's obligation to search for Buy-Out Energy from third-party purchases will be limited to utility systems directly interconnected with the Company's Transmission System pursuant to rate schedules on file with and accepted by the Federal Energy Regulatory Commission.

In the event of a system emergency, system instability or other circumstances under which no Buy-Out Energy is available from either Company generating resources or third-party purchases, Customer must reduce load either to the Contracted Load Level or by the Contracted Load Reduction amount or be billed for all energy used above the Contracted Load Level or below the Contracted Load Reduction amount at a rate \$3.50 per kilowatt-hour.

Designated Buy-Out Energy

Customers will have the choice to pre-designate third-party purchases to supply the buy-out energy (Designated Buy-Out Energy). The following terms and conditions will be applicable to such Designated Buy-Out Energy.

1. Customer will pay the Buy-Out Costs, including the transaction fee, associated with such Designated Buy-Out Energy.
2. In the event of a system emergency, Company shall have the right to divert such Designated Buy-Out Energy to maintain service to firm service Customers.
3. Such Designated Buy-Out Energy shall be subject to the availability of sufficient transmission capacity to accommodate the purchase of such Designated Buy-Out Energy. In the event the Company's Transmission System is capable of importing only a portion of the requested Designated Buy-Out Energy, the Company will use its best efforts to fairly apportion available Designated Buy-Out Energy between Customers which have requested it.
4. In the event that the designated third-party source fails to deliver the Designated Buy-Out Energy, Customer will be billed for all energy used above the Contract Load Level or for the Contracted Load Reduction not supplied during such Call Option at the Company's Buy-Out Cost. If Buy-Out Energy is not available, Customer must reduce load either to the Contracted Load Level or by the Contracted Load Reduction amount or be billed for all energy used above the Contracted Load Level or below the Contracted Load Reduction amount at a rate \$3.50 per kilowatt-hour.

Filed pursuant to an Order dated February 12, 1997 in Case No. 95-866-EL-UNC before the Public Utilities Commission of Ohio.

Issued: March 25, 1997

Effective: March 25, 1997

Issued by W. J. Grealis, President

Designated Buy-Out Energy (Contd.)

5. Any Buy-Out Energy transactions designated by the Customer will be coordinated with the Company sufficiently in advance, as determined by Company, of the commencement date thereof to accommodate the Company's control area scheduling in accordance with applicable reliability council guidelines and interconnection agreements with the delivering utility. Company will have the right to reasonably limit the number of third-party Buy-Out sources that a Customer can pre-designate, but such limitation shall not be less than five unless necessary for system operation and/or coordination purposes.
6. The coordination of the Designated Buy-Out Energy will include a written application that includes the following:
 - (a) The identity, address, and telephone number of Customer; The name and title of the contact person for the Customer;
 - (b) The amount of Buy-Out Energy, including demand and energy estimates;
 - (c) The third-party, including name, address, telephone number, and contact person from which the Buy-Out Energy will be supplied;
 - (d) The transmission path(s) to be used to deliver the power to Company's interconnection point(s); and
 - (e) Such other information or studies as may be required by the Company consistent with the information routinely used by Company for system planning.
7. A scheduling fee of \$0.148 cents per kW times the maximum kW of Designated Buy-Out Energy scheduled during the day will be billed for each day that Designated Buy-Out Energy has been scheduled for delivery during a requested Call Option.
8. If the Designate Buy-Out Energy exceeds Customer's actual Buy-Out Energy requirements in any given hour, Company shall bill Customer for such excess Designated Buy-Out Energy and provide a billing credit for any Out-of-Pocket Costs avoided by Company from the use of such excess Designated Buy-Out Energy; provided, however, that such credit shall not exceed the cost of such excess Designated Buy-Out Energy.
9. If the Designated Buy-Out Energy is not sufficient to meet Customer's actual Buy-Out Energy requirements in any given hour, Company shall bill Customer for such deficient Designated Buy-Out Energy at Company's Buy-Out Energy cost, if such Buy-Out Energy is available.

Call Option Notice

Company will give Customers as much advance notice of a Call Option as may be reasonably practicable, but never less than by 3:00 p.m. of the previous day. Company will keep Customers advised of the probability of issuing a Call Option.

Buy-Out Notice

Company will give Customers as much advance notice of the unavailability of Buy-Out Energy as may be reasonably practicable, but never less than one hour.

Notification

Company will provide the communication technology to be used to notify Customer of a Call Option, the projected price of Buy-Out Energy, any system constraints, and Customer's notification of election to buy through the Call Option.

(D)

Billing

Customers will be billed for all demand and energy used under the terms and conditions and at the rates and charges of Rate RTP. In addition, Customers will receive a credit on their electric bill for participation in the Program, based on the load and strike price selected by Customer. Such Credit will be distributed to Customer in equal installments on their electric bills issued during the months of June through September. When Call Options are exercised, the customer will (a) receive an additional credit based on the Option Energy times the Strike Price and (b) be charged the Hourly RTP for Option Energy actually purchased by the Company to equate the price of the Option Energy to the Strike Price. If Buy-Out Energy is purchased by the Customer, Customer will be charged the increment difference between the Buy-Out Costs and the actual Hourly RTP.

(D)

Customer Generation

Customers electing to operate a Generator in parallel with Company's electric system will operate the Generator in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. Company will grant such permission only in cases where it is satisfied that such parallel operation is practicable and without interference or probability of interference with the ability of Company to render adequate service to its other Customers.

Company reserve the right to install metering to measure the energy output of the Generator and/or any applicable end-uses in order to verify the Contracted Load Reduction. Customer will provide suitable access and a suitable location for the installation of such metering equipment. The Option Payment will be adjusted to reflect the incremental cost of such metering and any additional administrative costs.

Limitations and Exclusions

Participation in the Energy Call Option Program will not affect Customer's obligations for electric service under Rate RTP.

(D)

Any interruptions or reductions in electric service caused by outages of Company's facilities, other than as provided under the Program, will not be deemed an exercised Call Option under this Program. Agreements under the Program will in no way affect Customer's or Company's respective obligations regarding the rendering of and payment for electric service under the applicable electric tariff and its applicable rate schedules. It will be Customer's responsibility to monitor and control their demand and energy usage before, during, and after a Call Option is exercised.

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

Filed pursuant to an Order dated February 12, 1997 in Case No. 95-866-EL-UNC before the Public Utilities Commission of Ohio.

Issued: March 25, 1997

Effective: March 25, 1997

Issued by W. J. Grealis, President

PROPOSED TARIFF SCHEDULE
RIDER EOP-MVP, ENERGY CALL OPTION PROGRAM

**RIDER EOP-MVP
ENERGY CALL OPTION PROGRAM**

(T)

AVAILABILITY

Available to Customers participating in Company's MVP Program. Except as provided in this Rider, all the terms and conditions of MVP Program shall be in effect. Customers must enter into a written service agreement under this Rider.

(T)

PROGRAM DESCRIPTION

Definitions

"Buy-Out" shall mean Customer's election to purchase incremental energy (Buy-Out Energy) in lieu of reducing load, if such Buy-Out Energy is available.

"Buy-Out Costs " shall mean the actual hourly marginal cost plus a transaction fee of \$0.00300 per kWh.

(T)

"Call Option" shall mean the Company's right to exercise its option to purchase energy from Customer at the agreed upon Strike Price. The Call Option cannot be exercised until the Company's marginal operating costs are projected to be equal to or greater than the Strike Price.

"Marginal Costs" shall mean, with respect to internal generating resources, the incremental cost of electrical energy from fuel, fuel handling, start-up, emission allowances, operation, maintenance, taxes, transmission and distribution electrical energy losses, regulatory commission charges, and other expenses that are directly incurred by Company by reason of its generation of such electrical energy and that otherwise would not have been incurred by Company. "Marginal Costs" shall mean, with respect to third-party purchases (including third-party purchases designated by Customer), the total amount paid therefor by Company that otherwise would not have been paid by Company, including the amount paid for emission allowances, transmission and distribution electrical energy losses, taxes, and regulatory commission charges related to such transaction. Taxes shall mean any federal, state or local taxes incurred in connection with either the sale or production of such electrical energy.

"Option Load " shall mean the amount of load to be sold back to Company during the Call Option under the terms and conditions outlined in this Rider.

"Option Energy " shall mean the amount of energy to be sold back to Company during the Call Option under the terms and conditions outlined in this Rider.

"Strike Price" shall mean the price at which the Company may invoke its Call Option to purchase energy from Customer and is equivalent to Company's expected marginal operating costs.

Call Option

Customers who participate in the Energy Call Option Program agree to provide Company with a Call Option to sell energy back to Company at an agreed to Strike Price. Customers participating in the Energy Call Option Program agree upon notification by Company to limit their energy consumption to (a) a Contracted Load Level or (b) provide a specified amount of Contracted Load Reduction.

PROGRAM DESCRIPTION (Contd.)

In exchange, Customers will receive a fixed monthly Option Payment in the form of a credit on their electric bill based on the contracted amount of Option Load to be supplied and the Strike Price selected by the Customer. In addition, when such Call Option is exercised, the customer will receive an additional credit on their electric bill based on the Option Energy times the Strike Price.

Buy-Out Service

If incremental energy is available, Customers will have the choice to Buy-Out of the Call Option by paying the Buy-Out Cost during such Call Option for all energy used above the Contracted Load Level or for all Contracted Load Reduction not supplied. However, if the system becomes constrained whereby incremental energy is not available, Customer must reduce usage or be billed for all energy supplied/not supplied at a rate of \$3.50 per kilowatt-hour.

OPTION LOAD SELECTION

The amount of Option Load and Strike Price selected by Customer will be mutually agreed to by the Customer and Company and shall be specified in the written service agreement. (T)

MONTHLY OPTION PAYMENT

Customers will receive a monthly credit on their electric bill based on the amount of Option Load and the Strike Price selected. The option payment will be based on the approximate market value of Call Options in the wholesale market, less program administrative costs, for the upcoming contract period as determined by Company.

CALL OPTION HOURS

The Call Option will generally occur when the Company's hourly marginal operating costs are projected to be equal to or greater than the Strike Price. The Company, in its sole judgment, shall determine if such Call Option will be issued. The Call Option will be limited to weekdays during the months of June through September, excluding holidays. When such Call Option is exercised, it shall be for the eight hour period beginning at 12:00 noon and ending at 8:00 p.m. The number of Call Options exercised will be limited to one per day for such eight hour period. Company and Customer may agree by contract on alternative arrangements regarding start and end times for the exercise of Call Options.

Independence Day and Labor Day shall be considered holidays for purposes of this Rider.

TERM OF CALL OPTION

The Call Option will be in effect for a period of one (1) year as designated by the Company. Company and Customer may mutually agree to enter into additional one year Call Options.

CUSTOMER OBLIGATIONS

Upon notification by Company, Customer must reduce electrical usage by either (a) reducing electrical usage to a specified level (Contracted Load Level) or by, (b) providing a specified amount of load reduction (Contracted Load Reduction). These quantities will be specified in the written service agreement and will be used to establish the amount of Option Load. (T)

BUY-OUT SERVICE

If incremental generating resources are available either from Company owned capacity and/or from third-party purchases during the Call Option, Customers may continue to purchase Buy-Out Energy. Customers electing to purchase Buy-Out Energy will be automatically charged for all energy used above the Contracted Load Level or for the Contracted Load Reduction not supplied during such Call Option at the Buy-Out Cost for such time period. Company will supply estimates of the hourly Buy-Out Costs based on the day-ahead prices provided under the MVP Program.

(T)

In the event that Company owned capacity is not available, Company will use its best efforts to procure Buy-Out Energy on Customer's behalf in order to avoid undue interruption of electric service. Provided, however, Company's obligation to search for Buy-Out Energy from third-party purchases will be limited to utility systems directly interconnected with the Company's Transmission System pursuant to rate schedules on file with and accepted by the Federal Energy Regulatory Commission.

In the event of a system emergency, system instability or other circumstances under which no Buy-Out Energy is available from either Company generating resources or third-party purchases, Customer must reduce load either to the Contracted Load Level or by the Contracted Load Reduction amount or be billed for all energy used above the Contracted Load Level or below the Contracted Load Reduction amount at a rate \$3.50 per kilowatt-hour.

DESIGNATED BUY-OUT ENERGY

Customers will have the choice to pre-designate third-party purchases to supply the buy-out energy (Designated Buy-Out Energy). The following terms and conditions will be applicable to such Designated Buy-Out Energy.

1. Customer will pay the Buy-Out Costs, including the transaction fee, associated with such Designated Buy-Out Energy.
2. In the event of a system emergency, Company shall have the right to divert such Designated Buy-Out Energy to maintain service to firm service Customers.
3. Such Designated Buy-Out Energy shall be subject to the availability of sufficient transmission capacity to accommodate the purchase of such Designated Buy-Out Energy. In the event the Company's Transmission System is capable of importing only a portion of the requested Designated Buy-Out Energy, the Company will use its best efforts to fairly apportion available Designated Buy-Out Energy between Customers which have requested it.
4. In the event that the designated third-party source fails to deliver the Designated Buy-Out Energy, Customer will be billed for all energy used above the Contract Load Level or for the Contracted Load Reduction not supplied during such Call Option at the Company's Buy-Out Cost. If Buy-Out Energy is not available, Customer must reduce load either to the Contracted Load Level or by the Contracted Load Reduction amount or be billed for all energy used above the Contracted Load Level or below the Contracted Load Reduction amount at a rate \$3.50 per kilowatt-hour.

DESIGNATED BUY-OUT ENERGY (Contd.)

5. Any Buy-Out Energy transactions designated by the Customer will be coordinated with the Company sufficiently in advance, as determined by Company, of the commencement date thereof to accommodate the Company's control area scheduling in accordance with applicable reliability council guidelines and interconnection agreements with the delivering utility. Company will have the right to reasonably limit the number of third-party Buy-Out sources that a Customer can pre-designate, but such limitation shall not be less than five unless necessary for system operation and/or coordination purposes.
6. The coordination of the Designated Buy-Out Energy will include a written application that includes the following:
 - (a) The identity, address, and telephone number of Customer; The name and title of the contact person for the Customer;
 - (b) The amount of Buy-Out Energy, including demand and energy estimates;
 - (c) The third-party, including name, address, telephone number, and contact person from which the Buy-Out Energy will be supplied;
 - (d) The transmission path(s) to be used to deliver the power to Company's interconnection point(s); and
 - (e) Such other information or studies as may be required by the Company consistent with the information routinely used by Company for system planning.
7. A scheduling fee of 0.148 cents per kW times the maximum kW of Designated Buy-Out Energy scheduled during the day will be billed for each day that Designated Buy-Out Energy has been scheduled for delivery during a requested Call Option.
8. If the Designate Buy-Out Energy exceeds Customer's actual Buy-Out Energy requirements in any given hour, Company shall bill Customer for such excess Designated Buy-Out Energy and provide a billing credit for any Out-of-Pocket Costs avoided by Company from the use of such excess Designated Buy-Out Energy; provided, however, that such credit shall not exceed the cost of such excess Designated Buy-Out Energy.
9. If the Designated Buy-Out Energy is not sufficient to meet Customer's actual Buy-Out Energy requirements in any given hour, Company shall bill Customer for such deficient Designated Buy-Out Energy at Company's Buy-Out Energy cost, if such Buy-Out Energy is available.

CALL OPTION NOTICE

Company will give Customers as much advance notice of a Call Option as may be reasonably practicable, but never less than by 3:00 p.m. of the previous day. Company will keep Customers advised of the probability of issuing a Call Option.

BUY-OUT NOTICE

Company will give Customers as much advance notice of the unavailability of Buy-Out Energy as may be reasonably practicable, but never less than one hour.

Filed pursuant to an Entry dated _____ in Case No. 97- _____ - EL-ATA before the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by W. J. Grealis, President

NOTIFICATION

As outlined in the MVP Program, Company and Customer will agree on the communication media to be used to notify Customer of a Call Option, the projected price of Buy-Out Energy, any system constraints, and Customer's notification of election to buy through the Call Option.

(T)

BILLING

Customers will be billed for all demand and energy used under the terms and conditions and at the rates and charges of the MVP Program. In addition, Customers will receive a credit on their electric bill for participation in the Program, based on the load and strike price selected by Customer. Such Credit will be distributed to Customer in equal installments on their electric bills issued during the months of June through September. When Call Options are exercised, the customer will (a) receive an additional credit based on the Option Energy times the Strike Price and (b) be charged the applicable hourly Price Quote for Option Energy actually purchased by the Company to equate the price of the Option Energy to the Strike Price. If Buy-Out Energy is purchased by the Customer, Customer will be charged the increment difference between the Buy-Out Costs and the applicable hourly Price Quote.

(T)

(T)

(T)

CUSTOMER GENERATION

Customers electing to operate a Generator in parallel with Company's electric system will operate the Generator in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. Company will grant such permission only in cases where it is satisfied that such parallel operation is practicable and without interference or probability of interference with the ability of Company to render adequate service to its other Customers.

Company reserve the right to install metering to measure the energy output of the Generator and/or any applicable end-uses in order to verify the Contracted Load Reduction. Customer will provide suitable access and a suitable location for the installation of such metering equipment. The Option Payment will be adjusted to reflect the incremental cost of such metering and any additional administrative costs.

LIMITATIONS AND EXCLUSIONS

Participation in the Energy Call Option Program will not affect Customer's obligations for electric service under the MVP Program.

(T)

Any interruptions or reductions in electric service caused by outages of Company's facilities, other than as provided under the Program, will not be deemed an exercised Call Option under this Program. Agreements under the Program will in no way affect Customer's or Company's respective obligations regarding the rendering of and payment for electric service under the applicable electric tariff and its applicable rate schedules. It will be Customer's responsibility to monitor and control their demand and energy usage before, during, and after a Call Option is exercised.

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

DESCRIPTION OF MODIFICATION OF SERVICE
MARKET VALUE PRICING PROGRAM

Description of Modification To Rate RTP, Real Time Pricing Program

Summary

Company is proposing to change the existing RTP Program in order to:

- a) establish a platform that offers a broader range of market based products and services to all Customers, and
- b) to accommodate the new Conjunctive Elective Service (Rider CES-MVP) in compliance with the Conjunctive Electric Service Guidelines.

Company is proposing the following changes to its existing Rate RTP, Real Time Pricing Program:

- Change the name to Market Value Pricing (MVP)
- Expand the availability to all Customers
- Addition of specific charges for Ancillary Services
- Addition of new and more flexible market based pricing options and pricing structures
- Removing the mandatory Program Charge and providing the opportunity for information and load management services to be provided by the competitive market

Name Change

Company is proposing to change the name to Market Value Pricing (MVP) Program. The name change is more reflective of the market focus of the Program and the Company's commitment to develop market oriented products and services..

Availability

Company is proposing to expand the availability of the Program to all Customers and to remove the program termination date.

Ancillary Charges

The Company is proposing to add specific charges for Ancillary Services based upon the rates contained within the Company's open access wholesale tariff.

Market Pricing Options

Company is proposing to add additional pricing options beyond the day-ahead price quotes and Price Management service contained within the current RTP Program. Company is proposing to offer alternative Price Quote periods (such as daily, weekly and monthly) and to offer alternative pricing structures (such as hourly prices, TOU prices, seasonal prices, price caps, collars, etc.) to meet Customers' needs and preferences.

The Company is proposing to move the development of the Price Quotes to a more market based approach which starts to set the stage of how prices will be established in a competitive marketplace. Company is proposing to establish the Price Quotes based on a forecast of the expected market value of the commodity in the wholesale market, adding a risk management premium for fixing the price and adding a nominal transaction fee.

These proposed changes will provide Customers with market based prices, the ability to choose the alternative price structures and the ability to evaluate and choose alternative risk versus value pricing proposals. These changes will provide Customers with valuable experience in preparation for the competitive market.

Program Charge

Company is proposing eliminate the current Program Charge under the RTP Program. The requirement to use the Company supplied Enerlink package will no longer be a program requirement. Customers will have the option to purchase from either Company or any other third-party suppliers any necessary equipment or software packages to facilitate participation in this program. Customers will have the choice to purchase these services from the competitive market.

Miscellaneous Changes

Several miscellaneous changes have been made to the existing tariff in order to integrate the proposed modification into the proposed tariff.

DESCRIPTION OF MODIFICATION OF SERVICE
ENERGY CALL OPTION PROGRAM

Description of Modification To Rider EOP- MVP, Energy Call Option Program

Summary

Company is proposing the following changes to its existing Rider EOP- RTP, Energy Call Option Program:

- Change the references within the tariff from RTP to the MVP Program
- Change the transaction fee for the Buy-Out Energy from a 10% adder to a fixed fee of \$0.003000 per kWh to match the MVP Program.

**PROPOSED TARIFF SCHEDULE
RIDER CES - MVP, CONJUNCTIVE ELECTRIC SERVICE**

**RIDER CES - MVP
CONJUNCTIVE ELECTRIC SERVICE**

AVAILABILITY

Available to Customers participating in Company's MVP Program. Except as provided in this Rider, all the terms and conditions of MVP Program shall be applicable. Customers must enter into a written service agreement under this Rider. As used in this Rider, "Customer" means individuals receiving service at a single service location, or an aggregated group of individuals receiving service at multiple service locations.

PROGRAM DESCRIPTION

Under a two-year pilot commencing on the effective date of this Rider, Customers will have the choice, either directly or through a third-party Aggregator, to aggregate their electric loads at multiple service locations or to form load cooperatives with other Customers in the establishment of service under the CES Program. Except as provided under the CES Rate section, the calculation of the Access Charge will be based on the application of the CBL on a non-aggregated basis for each individual service location as provided in the MVP Program.

Customers requesting service under the CES Program shall enter into a written service agreement either directly or through a third-party load Aggregator for the Customer Group specifying the rates and charges (CES Rate) and terms and conditions for service under the CES Program. Agreements under the CES Program between Company and the Customer Group shall be for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least one month written notice to the other of the intention to discontinue service under the agreement after the expiration of the initial term. Such service agreement shall be subject to all orders of the Public Utilities Commission of Ohio and shall terminate at the expiration of this pilot unless extended by agreement or by order of the Commission.

CES RATE

Company and Customer may agree to different Access Charges and CBL levels than defined in the MVP Program if such different levels are reflective of any documented cost savings to the Company resulting from cost savings from the provision of billing services and collection activities or the potential for increased or retained load. The CES Rate will also include any documented incremental costs incurred by Company in the development and administration of the CES Rate and service agreement.

When an individual Customer or Customers within the Customer Group elects to discontinue service after the expiration of the initial one year agreement term by giving the required one month written notice, Company shall have the right, effective with the next billing period, to adjust the rates for the remaining Customers comprising the Customer Group.

LOAD AGGREGATION SERVICES

Customer will have the option to (a) provide their own load aggregation, (b) use aggregation services provided by Company or (c) use third-party load Aggregators who provide this service. An up-to-date list of registered suppliers of load aggregation services (Aggregators) may be obtained either from the Public Utilities Commission of Ohio at 180 E. Broad Street, Columbus, Ohio 43215-3793 or from the Company.

Issued pursuant to an Order in Case No. 96-406-EL-COI dated December 24, 1996 by the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by W. J. Grealis, President

LOAD AGGREGATION SERVICES (Contd.)

The Company is not liable for the acts or omissions of any third-party Aggregator participating under the terms and conditions of this Rider. Company does not guarantee or warrant any services provided by Aggregators, nor that Customers will experience any bill savings through the use of a third-party Aggregator. Customers should use due diligence in the selection of service and Aggregators under this CES Program.

RELEASE OF INFORMATION

Company shall not supply information relating to individual Customer's billing or load usage without a written authorization from Customer specifying the type of information to be released and the name and address, if applicable, of the Customer's agent. This requirement shall also be applicable to any Company representative Customer designates to conduct an analysis of service opportunities under this Program.

The Company will provide without charge up to 25 months of Customer-specific billing information, excluding hour by hour usage information, to the customer upon written request or to the Customer's authorized agent upon the customer's written authorization. Additional billing information will be provided without charge as necessary to resolve a billing dispute. Otherwise, the Company's actual costs incurred in providing more than 25 months of customer-specific billing information or hour by hour usage information will be billed to the Customer or to the Customer's authorized agent. Such charge may be waived for good cause shown on a nondiscriminatory basis. All such costs will be itemized and invoiced to the Customer or Customer representative at the time of information delivery.

AGGREGATOR REQUIREMENTS

The Company will not furnish an Aggregator with a rate under the CES Program unless the following conditions are satisfied by the Aggregator and evidenced by a written service agreement:

1. Any Aggregator that provides agency billing (billing services provided to and on the behalf of the Customer Group) under this pilot program must post with Company a financial instrument in the form of a surety bond with a face value based upon the estimated revenue derived from providing conjunctive electric service to the Aggregator's Customer Group through the Company's disconnect period. Such disconnect period will generally be for a period of 60 days.
2. If the Aggregator fails to transmit the Customer's payment to Company for the disconnect period, Company will thereafter direct bill to the Company's Customers under the CES Rate, if possible, for each group served by the Aggregator, and Company will terminate the Aggregator's ability to provide agency billing. Additionally, the financial instrument will be forfeited to the extent necessary to compensate the Company.
3. The Aggregator, in an agency billing relationship, agrees to provide a line item on the Customer's bill specifying the conjunctive electric service obligation of the Customer to the Company.
4. In an agency billing relationship, any bundled payment made by the Customer to the Aggregator must first be credited to the Customer's electric service bill and paid to the Company before the Aggregator is credited. Electric service cannot be disconnected for failure to pay the Aggregator's portion of the amount due from the Customer.

Issued pursuant to an Order in Case No. 96-406-EL-COI dated December 24, 1996 by the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by W. J. Grealis, President

AGGREGATOR REQUIREMENTS (Contd.)

5. The Company will not recognize a Customer's participation in aggregation unless the Customer informs the Company in writing of the Customer's desire to form such a relationship.
6. The Aggregator will file a written announcement with the Commission announcing the provision of aggregation services and, before such services are offered, will meet with the staff of the Commission to inform the staff, in writing, of the services it will provide.

PROVISIONS OF CES AGREEMENT

Applicable To Aggregators

The agreement will include, but not be limited to, the following general provisions:

1. A section which establishes the identity, business address, and a contact name and telephone number for the Aggregator.
2. The names and address of each Customer within the Customer Group.
3. Responsibilities of the Aggregator providing agency billing for Customer Group will be described. If acting as billing agent, these responsibilities include provision of timely billing to Customers in the Customer Group on the CES Rate, and timely payment to the Company of the CES billed amount, regardless of whether the agent has billed members of the group. If not acting as billing agent, the Aggregator must ensure that the Company has been provided the current addresses for direct bill of Customers in the Customer Group by the Company.
4. Responsibilities of the Company, whether providing billing to individual members of the Customer Group or to the Aggregator acting as billing agent, including timely provision of consumption information and accompanying bill(s) under the CES Rate to the appropriate party(ies), and provision of the letters of confirmation to participating Customers as described in "General Procedures for Obtaining Service," below.
5. A complete description of the CES Rate for the Customer Group which details the Access Charge and the process by which the Price Quotes will be determined and communicated to the Aggregator and Customers in the Customer Group.
6. A statement describing the surety bond to be posted with the Company by the Aggregator if it is acting as billing agent, conditions under which the Company has the right to call the bond (or any necessary portion thereof), as well as the process the Aggregator will establish to notify remaining Customers in the Customer Group of the need to re-establish the CES Rate, if any member(s) of the group elect to withdraw from participation.
7. An indemnity section.
8. The term of the agreement, to be for not less than one year.
9. The surety bond shall be an attachment to the contract.

Issued pursuant to an Order in Case No. 96-406-EL-COI dated December 24, 1996 by the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by W. J. Grealis, President

Applicable To Non-Aggregators

The agreement will include, but not be limited to, the following general provisions:

1. A section which establishes the identity, business address, and contact name and telephone number for the person or entity acting as the designated representative for the Customer Group.
2. The names and address of all Customers within the Customer Group.
3. A section describing the responsibilities of the members of the Customer Group, including (1) timely payment upon receipt of bills for amounts due; and (2) prompt notification to the Company by the designated representative of any individual withdrawals from the Customer Group, and prompt notification to remaining Customer Group members of new CES Rates established as a result of any such withdrawal.
4. A section describing the responsibilities of the Company, including timely provision of consumption information and accompanying bill(s) under the CES Rate to the individual members of the Customer Group, and provision of the letters of confirmation to participating Customers as described in "General Procedures for Obtaining Service" below.
5. A complete description of the CES Rate for the Customer Group which details the Access Charge and the process by which the Price Quote component will be determined and communicated to the individual Customer Group members.
6. The term of the agreement with the Customer Group, to be for not less than one year.

GENERAL PROCEDURES FOR OBTAINING CES SERVICE

Applicable To Aggregator

1. The Company will announce the availability of service under the CES Program via customer bill insert upon tariff approval by the Commission. The bill insert will provide Customers and Aggregators with telephone number(s) for verbal inquiries, and an address to which all related written material may be sent.
2. Aggregator of a Customer Group must have previously registered itself with the Public Utilities Commission of Ohio, and must make written request for CES Rate negotiations to commence. In all such requests submitted, the Aggregator must provide certain minimum information about itself as described in the above section entitled "Aggregator Requirements." The written request must contain the names, addresses, and present Company account numbers of each customer in the group (in the case of a single customer, the request must contain the individual addresses and the account numbers for the sites to be served conjunctively). The Aggregator must also ensure that the Company has been provided with written assurance of each Customer's desire to receive conjunctive service. The Company will date and time stamp receipt of all such requests, and make log entries for each such request received.
3. The Aggregator must provide evidence of written authorization from each Customer in the Customer Group for release of historical billing data to the Aggregator. The Company will then notify the Aggregator of the cost (as defined in "Release of Information," above) of the requested data, with such cost then being remitted to Company by the Aggregator when the information is provided.

Issued pursuant to an Order in Case No. 96-406-EL-COI dated December 24, 1996 by the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by W. J. Grealis, President

GENERAL PROCEDURES FOR OBTAINING CES SERVICE
Applicable To Aggregator (Contd.)

4. Purposes of determination of the Access Charge portion of the CES Rate; this Access Charge portion of the CES Rate will reflect baseline historical consumption for the Customers in the Customer Group. The Access Charge based on the historical billing data on a non-aggregated basis under the otherwise applicable Standard Tariff will be used for the CES Rate unless the Aggregator provides documented costs savings to Company based on the criteria outlined under the CES Rate. If the Aggregator provides such documented savings, the Access Charge and CBL levels may be modified to reflect such savings.
5. The Company will send a first confirmation letter to Customers in the Customer Group informing them that the Company has been approached on their behalf by an Aggregator, and that CES Rate negotiations with the Aggregator have commenced.
6. In order for a Customer Group to cross existing service territory boundaries, reciprocal agreement(s) between the utilities must be established prior to determination of the CES Rate.
7. An agreement must be executed between the Aggregator and the Company with a minimum one year term (see Terms and Conditions, below). The agreement will make plain the manner in which Customers in the Customer Group will be billed and by whom. If the Aggregator has elected to act as billing agent for Customers in the Customer Group, the Aggregator will post a surety bond with the Company with face value equal to the total of the bills that would be due from the Customers in the Customer Group through the Company's disconnect period.
8. The Company and the Aggregator will agree upon a first effective date for billing Customers in the Customer Group under the CES Rate, contingent upon completion by the Aggregator of step number 9 below.
9. The Aggregator will prepare a written description of all services it intends to offer Customers in the Customer Group, and will subsequently arrange and conduct a meeting with the Public Utilities Commission of Ohio staff, to review all planned services under its CES agreement(s) with Customers in the Customer Group.
10. The Company will send all Customers in the Customer Group a second confirmation letter advising them of the CES Rate, term of agreement, and start date, informing them of the last date they will be billed under the otherwise applicable Standard Tariff rate they are presently on, and informing them of the manner in which they will be billed as of the start date of the CES Rate and by whom.
11. The Company will begin billing the designated party(ies) under the CES Rate, and gather data necessary to make required semi-annual reports with the Public Utilities Commission of Ohio.

Applicable To Non-Aggregators

1. The Company will announce the availability of service under the CES Program via customer bill insert upon tariff approval by the Commission. The bill insert will provide Customers with telephone number(s) for verbal inquiries, and an address to which all related written material may be sent.

Issued pursuant to an Order in Case No. 96-406-EL-COI dated December 24, 1996 by the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by W. J. Grealis, President

Applicable To Non-Aggregators (Contd.)

2. A Customer Group desiring conjunctive service (or a single Customer desiring conjunctive service for multiple sites) must designate a representative to initiate negotiations with the Company, and that representative must make written request for negotiations to commence. The written request must contain the names, addresses, and present Company account numbers of each Customer in the group (in the case of a single Customer, the request must contain the individual addresses and the account numbers for the sites to be served conjunctively). The Company will date and time stamp receipt of all such requests, and make log entries for each such request received.
3. The representative must provide evidence of written authorization from each Customer in the Customer Group for release of historical billing data to the representative. The Company will then notify the representative of the cost (as defined in "Release of Information" above) of the requested data, with such cost being remitted to Company by the representative when the information is provided.
4. The Company will compile historical billing data for Customers in the Customer Group for purposes of determination of the Access Charge portion of the CES Rate; this Access Charge portion of the CES Rate will reflect baseline historical consumption for the Customers in the Customer Group. An Access Charge based on the historical billing data on a non-aggregated basis under the Standard Tariff will be used for the CES Rate unless the representative provides documented costs savings to Company based on the criteria outlined under the CES Rate. If the representative provides such documented saving, the Access Charge and CBL levels may be modified to reflect such savings.
5. The Company will send a first confirmation letter to all Customers in the Customer Group informing them that CES Rate negotiations will be commencing with their designated representative.
6. In order for a Customer Group to cross existing service territory boundaries, reciprocal agreement(s) between the utilities must be established prior to determination of the CES Rate.
7. Upon completion of rate negotiations, a agreement will be executed between the designated representative and the Company with a minimum one year term.
8. The Company and the representative will agree upon a first effective date for billing customers in the Customer Group under the CES Rate.
9. The Company will send all customers in the Customer Group a second confirmation letter advising them of the CES Rate, term of agreement and start date, informing them of the last date they will be billed under the standard tariff rate they are presently on, and informing them of the manner in which they will be billed as of the start date of the CES Rate.
10. The Company will begin billing the individual customers in the Customer Group under the CES Rate, and gather data necessary to make required semi-annual revenue impact reports with the Public Utilities Commission of Ohio.

Issued pursuant to an Order in Case No. 96-406-EL-COI dated December 24, 1996 by the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by W. J. Grealis, President

LIMITATIONS AND EXCLUSIONS

Except as provided in this CES Program, all terms, conditions, rates, and charges outlined in the otherwise applicable Standard Rate Schedule will apply. Participation in the CES Program will not affect Customer's obligations for electric service under the MVP Program.

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

Issued pursuant to an Order in Case No. 96-406-EL-COI dated December 24, 1996 by the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by W. J. Grealis, President

DESCRIPTION OF SERVICE
CONJUNCTIVE ELECTRIC SERVICE

Description Of Conjunctive Electric Service

Summary

In compliance with PUCO Guidelines relating to Conjunctive Electric Service, Company is submitting for approval a new program called Rider CES-MVP, Conjunctive Electric Service (Program). Participation in the Program is voluntary. The Program is available to all Customers served under Company's proposed Rate MVP, Market Value Pricing. The proposed tariff outlines the terms and conditions under which Conjunctive Electric Service will be provided.

Company is proposing the requirement that Customers be on Company's proposed Rate MVP for the following reasons. The proposed Rate MVP, the accompanying optional Rider EOP-MVP and now the new Rider CES-MVP reflect Company's pricing philosophy and objectives of providing Customers with market based products that 1) promote more effective utilization of Company's facilities through more efficient market based price signals, 2) provide Customer's with a transition platform to the competitive electric commodity marketplace, 3) begin the process of unbundling services between energy delivery and the commodity and 4) protect Company's recovery of its sunk investments. Making MVP a requirement for the Conjunctive Electric Service will help insure our goal of placing as many Customers as practical on transitional market based products.

Finally, the proposed portfolio of service offerings, Rate MVP, Rider EOP-MVP and Rider CES-MVP, will provide Customers will a foundation upon which to enter the competitive marketplace. These Programs provide advantages over simply negotiating or repackaging today's embedded costs rates:

- The market based programs are available to all Customers;
- Price Quotes under MVP will be market based;
- Customers can chose from a variety of market based pricing options to meet their individual needs;
- The Program will help create a market for energy information and load management systems;
- Customers can aggregate loads and share the risks and rewards of the EOP Program; and
- Aggregators will have real choices to offer Customers under the CES Program.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Application and tariffs has been served upon the following persons or entities by U.S. Mail, postage prepaid, this 28th day of March, 1997.

Tony Ahern
Buckeye Power
6677 Busch Blvd.
Columbus, OH 43266-0036

Darrell L. Anderson
General Motors Corporation
Room A-250
485 W. Milwaukee
Detroit, MI 48202

Brady Bancroft
10270 Sylvania-Hetamore Road
Berkey, OH 43504

Robert Burns
NRRI
1080 Carmack Road
Columbus, OH 43210

Cassie Bain-Stopar
Centerior Energy
6200 Oak Tree Blvd.
Independence, OH 44131

Barry Cohen
Assistant Legal Director
Office of the Consumers' Counsel
77 S. High St., 15th Fl.
Columbus, OH 43266-0550

Bruce Holtz
Reduced Energy Specialists
7095 B East Market Street
Warren, OH 44484

Denis George
Stand Energy Corporation
Rookwood Bldg., Suite 110
1077 Celestial Street
Cincinnati, OH 45202

Mark Kempic
Centerior Energy
6200 Oak Tree Blvd.
Independence, OH 44131

Barbara Hueter
Ohio Council of Retail Merchants
50 W. Broad Street
Columbus, OH 43215

Marvin I. Resnick
AEP Service Corporation
1 Riverside Plaza
Columbus, OH 43215

Kathy J. Kolich
Ohio Edison
76 S. Main Street
Akron, OH 44308

Catherine Morris
415 Woodbine Avenue
Baltimore, MD 2204-4245

Kevin Murray
Emens, Kegler, Brown, Hill & Ritter
65 E. State Street, Suite 1800
Columbus, OH 43215

Samuel C. Randazzo
Emens, Kegler Brown, Hill & Ritter
65 E. State St., 18th Fl.
Columbus, OH 43215

Jeffrey L. Small
Chester, Willcox & Saxbe
17 S. High Street
Columbus, OH 43215

Nicholas Tibberts
Director-Regulatory Affairs
AEP Service Corporation
1 Riverside Plaza
Columbus, OH 43215

Norman Van Toai
System Planning
AEP Service Corporation
1 Riverside Plaza
Columbus, OH 43215

Omar Farouq
Ohio Department of Development
77 S. High Street
Columbus, OH 43266-0101

Robert Winter
Monongahela Power Company
1310 Fairmont Avenue
Fairmont, WV 26555-1392

Pete Mehra
Ford Motor Company
15201 Century Dr., Suite 602
Dearborn, MI 48120

Jon Prendergast
LTV Steel Company
LTV Steel Building
P.O. Box 5159
Cleveland, OH 44101

Dick Reid
Dayton Power & Light Company
P.O. Box 8825
Dayton, OH 45401

Michael Sommers
Honda
Utilities Management & Procurement
Company Facilities
Honda Parkway
Marysville, OH 43040

Sheldon A. Taft
Vorys, Sater, Seymour and Pease
52 E. Gay Street
P.O. Box 1008
Columbus, OH 43215

Leila Vespoli
Ohio Edison
76 S. Main Street
Akron, OH 44308

John Wack
Centerior Energy
6200 Oak Tree Blvd.
Independence, OH 44131

Robert Reilly
Enron
6105 Twin Ledge Cove
Austin, TX 78731

Steve Talecki
Manager, Electricity Supply
BP Oil Company
200 Public Square 14-5256-C
Cleveland, OH 44114-2375

M. Howard Estricoff
Vorys, Sater, Seymour & Pease
52 East Gay Street
Columbus, OH 43216

Robert P. Mone
Thompson, Hine and Flory
100 E. Broad Street
Columbus, OH 43215

James O'Neill
Whirlpool Corporation
1300 Marion-Agosta Road
Marion, OH 43302

Gary A. Jack
Monongahela Power Company
1310 Fairmont Avenue
P.O. Box 1392
Fairmount, WV 26654

Joseph Kohanik
80 Park Plaza
T-21
Newark, NJ 07102

Rick Hill
Dayton Power & Light Company
P.O. Box 8825
Dayton, OH 45401

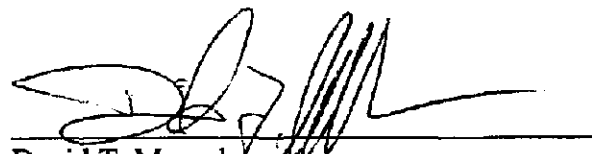
Kirk N. Guy
Dayton Power & Light Company
P.O. Box 8825
Dayton, OH 45401

Sierra Club
145 E. High Street
Columbus, OH 43215

William M. Ondrey Gruber
Assistant Director of Law
Room 106 - City Hall
601 Lakeside Avenue
Cleveland, OH 44114

Gina Capone
Xenergy
3 Burlington Woods
Burlington, MA 01803-4543

Karen Sinclair
1617 Cole Boulevard
Golden, CO 80401



David T. Musselman

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

**Application Not for an Increase in Rates
pursuant to Section 4909.18 Revised Code**

In the Matter of the Application of
The Toledo Edison Company
for Authority to Amend Its Tariffs to
include Conjunctive Electric Service

)
)
)
)

Case No. 97-

-EL-ATA

1. APPLICANT RESPECTFULLY PROPOSES:

<u> X </u>	New Service	<u> </u>	Change in Rule or Regulation
<u> </u>	New Classification	<u> </u>	Reduction in Rates
<u> </u>	Change in Classification	<u> </u>	Correction or Error
<u> </u>	Other, not involving increase in rates;		
<u> </u>	Various related and unrelated textual revision, without change in intent Amended Application		

2. DESCRIPTION OF PROPOSAL:

The Applicant proposes to amend its electric tariffs to include a Conjunctive Electric Service Schedule.

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

Electric Service PUCO No. 7

Modification

Tariff Title
Electric Service

Tariff Title
Electric Service

Section
Conjunctive Electric
Services Schedule

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

_____ Exhibit A - existing schedule sheets (to be superseded) if applicable.

 X Exhibit B - proposed schedule sheets.

_____ Exhibit C - 1

- a. if new service is proposed, describe:
- b. if new equipment is involved, describe (preferable with a picture, brochure, etc.) and, where appropriate, a statement distinguishing proposed service from existing services; and,
- c. if proposed service results from customer request, 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 and C-2.

Respectfully Submitted,

The Toledo Edison Company

By:

John P. Wade /mc/

Exhibit C-3

The Toledo Edison Company hereby requests permission to amend its electric Tariff - P.U.C.O. No. 7 Electric Service to include a Conjunctive Electric Service Schedule.

P.U.C.O. NO. 7

EXPERIMENTAL CONJUNCTIVE ELECTRIC SERVICE SCHEDULE "CES-1"

APPLICABILITY

1. Available to any Customer on the lines of the Company who agrees to the terms and conditions set forth in this Schedule.
2. The Experimental Conjunctive Electric Service Schedule is a two year pilot program ordered by the Public Utilities Commission of Ohio pursuant to Case No. 96-406-EL-COI. Service under this Schedule shall be provided on a first come, first serve basis (within the reasonable discretion of the Company). All requests for service under this Schedule shall be made via first class mail to the address shown below and accompanied by a completed FORM 1 of this Schedule:

Mgr. Customer Pricing and Contracts
Toledo Edison Company
P.O. Box 94661
Cleveland, Ohio 44101-4661

3. All requests for service under this Schedule shall be logged by the Company in the order in which the request arrived at the Company. If a request is deemed by the Company to be incomplete under the terms and conditions of this Schedule, that will be noted in the log along with the date, if any, that the requestor cures such deficiency so as the request is then considered complete by the Company. This completed request date shall establish the first come, first serve order by which the Company will process requests. All requests for service under this Schedule must be made on or after the effective date of this Schedule.
4. The Company shall not provide an Aggregator with a Conjunctive Electric Service rate unless the Aggregator Eligibility section of this Schedule has been satisfied
5. Any Customer that is currently receiving electric service under a special contract filed with the Commission under Section 4905, Revised Code is not eligible for service under this Schedule.

Filed under the authority of Order No. 96-406-EL-COI of
The Public Utilities Commission of Ohio, dated December 24, 1996

Issued _____, 1997 by Fred J. Lange, Jr., President
Effective for service rendered on or after _____, 1997

EXPERIMENTAL CONJUNCTIVE ELECTRIC SERVICE SCHEDULE "CES-1"

APPLICABILITY (Cont'd)

6. The Company reserves the right to invoke limitations or to suspend requests for service under this Schedule. The Company shall provide notice to the P.U.C.O. whenever such actions are taken and provide the reason(s) why such actions were taken. The Company shall allocate one percent (1%) of its retail kilowatthour sales as established in its 1995 FERC Form 1 for use under this Schedule.
7. Service provided under this Schedule shall conform to the General Rules and Regulations contained in P.U.C.O. No. 7, unless stated otherwise herein or in a contract for Conjunctive Electric Service.

DEFINITIONS

Aggregation Group - A group of ten (10) or more individual customer accounts each of whom meets the applicability requirements of this Schedule and who are brought together by an Aggregator that has been registered with the Commission.

Aggregation Service(s) - The service(s) offered by an Aggregator which shall never include providing electric service.

Aggregator - A person or entity eligible to provide Aggregation Services and who has met all of the requirements of Attachment A to the Entry On Rehearing dated 2/27/97 in Case No. 96-406-EL-COI as well as the requirements of this Schedule's Aggregator Eligibility section.

Aggregator Code of Conduct - As defined in Attachment A to the Entry On Rehearing dated 2/27/97 in Case No. 96-406-EL-COI.

Conjunctive Electric Service (CES) - Shall mean the quality and the nature of the service provided under the terms and conditions of its service tariff under which different Customer service locations are aggregated for billing purposes. Conjunctive Electric Service is a regulated service offering.

Conjunctive Electric Service Agreement (Agreement) - Agreement entered into by the Company and an Aggregator that details the Conjunctive Electric Service that will be provided by the Company.

Filed under the authority of Order No. 96-406-EL-COI of
The Public Utilities Commission of Ohio, dated December 24, 1996

Issued _____, 1997 by Fred J. Lange, Jr., President
Effective for service rendered on or after _____, 1997

P.U.C.O. NO. 7

EXPERIMENTAL CONJUNCTIVE ELECTRIC SERVICE SCHEDULE "CES-1"

DEFINITIONS (Cont'd)

Conjunctive Electric Service Pilot (Pilot) - The program that the P.U.C.O. ordered all electric utilities to implement Order No. 96-406-EL-COI.

Off-Peak - Saturdays, Sundays, Holidays and other periods defined as not "On-Peak".

On-Peak - The period from 8:00 a.m. until 8:00 p.m. weekdays, except Holidays.

Utility Code of Conduct - As defined in Attachment A to the Entry On Rehearing dated 2/27/97 in Case No. 96-406-EL-COI.

RATES, CHARGES AND TERMS

1. The Rates, Charges and Terms for this Schedule will be detailed in the individual Conjunctive Electric Service Agreement entered into by the Company and the Aggregator.
2. Within the context of a rate increase proceeding under Section 4909, Revised Code, the rates for Conjunctive Electric Service shall be developed specific to each Aggregation Group and shall reflect the cost-of-service incurred by the Company to serve that Aggregation Group.
3. In the absence of a rate case preceding under Section 4909, Revised Code, the rates used for Conjunctive Electric Service shall be as outlined below. The Company may direct bill any incremental costs directly incurred in implementing the Pilot to the Aggregator.
4. Agreements for Conjunctive Electric Service between the Company and the Customer designated Aggregator shall be made for an initial period of not less than one year and shall remain in effect thereafter until either party to the contract shall give at least one month written notice to the other of the intention to discontinue service under the terms of the Conjunctive Electric Service Agreement. No Agreement may be entered into after 12 months from the effective date of this Schedule. In no case shall the Agreement term exceed 24 months from the effective date of this Schedule.

Filed under the authority of Order No. 96-406-EL-COI of
The Public Utilities Commission of Ohio, dated December 24, 1996

Issued _____, 1997 by Fred J. Lange, Jr., President
Effective for service rendered on or after _____, 1997

EXPERIMENTAL CONJUNCTIVE ELECTRIC SERVICE SCHEDULE "CES-1"

RATES, CHARGES AND TERMS (Cont'd)

5. Rates and Chages:	<u>\$ per kWh</u>
On-Peak Rate	14.70
Off-Peak Rate	5.47

The On-Peak Rate and Off-Peak Rate will apply to those hours defined as On-Peak and Off-Peak in this Schedule.

The Rates and Charges specified by this Schedule shall, at a minimum, be modified in accordance with the provisions of the following applicable Riders:

ELECTRIC FUEL COMPONENT Rider No. 1 Sheet No. 86

INTERIM EMERGENCY, TEMPORARY
RECOVERY METHOD FOR PIPP
ARREARAGES Rider No. 3 Sheet No. 134

6. When a Customer of an Aggregation Group elects to discontinue service under the terms and conditions of the Agreement, the Company shall have the right, effective with the next billing period, to cancel the Conjunctive Electric Service rate for the Customers remaining within the Aggregation Group if the number of Customers within that Aggregation Group falls below 10 (ten).
7. Any person or entity requesting a bill history from the Company shall pay for the cost of providing such bill history. The charges for providing bill histories are as follows:

	Payment Included with Request	Company Direct Bills Requester
Per Account Requested	\$ 2.70	\$ 2.70
Handling Charge	\$ 2.35	\$ 7.80

Filed under the authority of Order No. 96-406-EL-COI of
The Public Utilities Commission of Ohio, dated December 24, 1996

Issued _____, 1997 by Fred J. Lange, Jr., President
Effective for service rendered on or after _____, 1997

P.U.C.O. NO. 7

EXPERIMENTAL CONJUNCTIVE ELECTRIC SERVICE SCHEDULE "CES-1"

AGGREGATOR ELIGIBILITY

Only those Aggregators who are registered with the P.U.C.O. shall be eligible to provide Aggregation Services to Customers who are taking electric service from the Company under this Schedule. The Commission shall maintain the list of qualified Aggregators and such list may be obtained by Customers from either the Commission or the Company. Additionally, the Company shall not furnish an Aggregator with a Conjunctive Electric Service Agreement unless the following conditions are satisfied by the Aggregator:

- (a) Any person or entity acting as an Aggregator in the Conjunctive Electric Service Pilot will agree, by signing a waiver (see FORM 2 attached), that it will not pursue civil or criminal penalties or damages as a means of remedying a breach by the Company of the Pilot's Utility Code of Conduct ("Utility Code") and will further agree that the only remedy for any alleged breach of the Utility Code will be a prospective change in the manner in which the Utility Code is implemented by a party found by the Commission to have breached the Utility Code.
- (b) Any Aggregator that provides agency billing under the Pilot must post, with the Company, a performance bond, letter of credit or other comparable financial instrument payable to the Company.
- (c) The financial instrument must be sufficient to compensate the Company for the estimated revenue derived from providing Conjunctive Electric Service to the Aggregator's Aggregation Group(s) through the Company's disconnect period.
- (d) If the Aggregator fails to transmit the Customer's Conjunctive Electric Service payment to the Company for the disconnect period, the Company will thereafter direct bill to the Company's Customers under the Conjunctive Electric Service rates, if possible, for each Aggregation Group served by the Aggregator and the Company will terminate the Aggregator's ability to provide agency billing. Additionally, the financial instrument will be forfeited to the extent necessary to cover Conjunctive Electric Service payments received by the Aggregator, but not transmitted to the Company.
- (e) The Aggregator, in an agency billing relationship, agrees to provide a line item on the Customer's bill specifying the Conjunctive Electric Service obligation of the Customer to the Company for electric service.

Filed under the authority of Order No. 96-406-EL-COI of
The Public Utilities Commission of Ohio, dated December 24, 1996

Issued _____, 1997 by Fred J. Lange, Jr., President
Effective for service rendered on or after _____, 1997

P.U.C.O. NO. 7

EXPERIMENTAL CONJUNCTIVE ELECTRIC SERVICE SCHEDULE "CES-1"

AGGREGATOR ELIGIBILITY (Cont'd)

(f) In an agency billing relationship, any bundled payment made by the Customer to the Aggregator must first be credited to the Customer's Conjunctive Electric Service bill and paid to the Company before the Aggregator is credited for its Aggregation Services. Electric service cannot be disconnected for a Customer's failure to pay the Aggregator's portion of the amount due from the Customer.

(g) The Aggregator, before requesting that the Company provides Conjunctive Electric Service to the Aggregation Group, shall provide the Company written proof that it has filed a written announcement with the P.U.C.O. announcing the provision of Aggregation Services and met with the Staff of the P.U.C.O. to inform Staff, in writing, of the Aggregation Services it will provide.

(h) Customer billing information will not be released to an Aggregator unless written consent from the Customer (FORM 4) is received by the Company, authorizing the Company to release such information.

SPECIAL METERING AND LOCAL FACILITIES

1. The cost of all special metering and local facilities required by the Company for Conjunctive Electric Service during the pilot project shall be paid for by the Customer. The Customer shall have access to and the right to obtain information from such metering equipment located on the Customer's premises. The Customer shall pay the Company for providing such metering information. If the metering equipment is enclosed in a locked cabinet, the Customer may request access in writing and such access shall not be unreasonably withheld. The Company may charge the Customer for any metering information provided.
2. The Customer shall also have the option to purchase, own, install and maintain all special metering and local facilities required for Conjunctive Electric Service from other vendors provided that (a) such special metering and local facilities meet reasonable specifications which are consistent with and are maintained according to Company standards, (b) the costs, if any, incurred by the Company in maintaining special metering and local facilities are paid by the Customer, and (c) protocols are established to protect the integrity and security of the billing information produced by the special metering equipment. All Customer owned

Filed under the authority of Order No. 96-406-EL-COI of
The Public Utilities Commission of Ohio, dated December 24, 1996

Issued _____, 1997 by Fred J. Lange, Jr., President
Effective for service rendered on or after _____, 1997

P.U.C.O. NO. 7

EXPERIMENTAL CONJUNCTIVE ELECTRIC SERVICE SCHEDULE "CES-1"

SPECIAL METERING AND LOCAL FACILITIES (Cont'd)

metering shall be located after the Company's existing metering and on the Customer's side of the electrical connection. Whether the Customer chooses the Company or some other vendor for all or a part of these special metering services, the Company retains the right to access the meter for billing purposes.

3. If the Customer owns the metering equipment, the Company shall have the right to request that any meter suspected of not registering properly be tested in the Company's presence. Such meter test to be performed by a vendor of the Customer's choice using a tested meter-prover. The accuracy test shall include: (a) for meters - full load, light load and 50% power factor; and (b) for instrument transformers - ratio and phase angle. Any meter registering between 2% fast and 2% slow shall be deemed to be registering correctly for billing purposes. Tested meters found registering correctly for billing purposes shall have the accuracy adjusted to the Company specification and then be resealed and the testing date recorded. Any meter registering incorrectly shall be replaced by the Customer at its expense. The cost of Customer owned meter testing will be paid by the Customer.
4. All Customers owning, installing, and maintaining all special metering used for billing purposes shall conform to the Company's metering standards and practices for billing gradeable meters and associated equipment. The Customer shall provide the Company with literature describing the specifications of all devices used for billing, including the meter(s), instrument transformers, test switches, meter sockets and communication equipment. The Customer shall provide the Company with a certificate per meter or device that details the testing procedures used and the results to certify each meter or device. The calibration accuracy for the test equipment must be traceable to the National Institute of Standards and Technology (NIST) and shall conform to recommended practices established by the National Conference of Standards Laboratories (NCSL). The Customer shall conform to the American National Standards Institute (ANSI) publications relating to testing meters, meter sockets, test switches and other devices. The Customer shall conform to the Institute of Electrical and Electronic Engineers standards on instrument transformers. For communications equipment and telephone modems, the Customer shall conform to the ANSI standards for surge protection. All enclosures, meters or devices that will be used in providing data to be used for

Filed under the authority of Order No. 96-406-EL-COM of
The Public Utilities Commission of Ohio, dated December 24, 1996

Issued _____, 1997 by Fred J. Lange, Jr., President
Effective for service rendered on or after _____, 1997

EXPERIMENTAL CONJUNCTIVE ELECTRIC SERVICE SCHEDULE "CES-1"

SPECIAL METERING AND LOCAL FACILITIES (Cont'd)

billing purposes shall be sealed with the Company's seal(s). Seal(s) found missing will constitute tampering and will be treated in accordance with the Company's General Rules and Regulations.

5. The Company shall have the right to maintain its Company owned metering at its existing locations.

OTHER PROVISIONS

1. The Company will not recognize a Customer's participation in an Aggregation Group unless the Customer informs the Company of the Customer's desire to form such a relationship by completing and signing FORM 3 and delivering it to the Company. All Customers in an Aggregation Group must complete, sign and return FORM 3 to the Company before the Aggregator's request will be considered to have been received by the Company for purposes of determining first come, first serve status.
2. All bills for service under this Schedule shall be payable on or before the due date shown on the bill. The due date shall not be less than fourteen days after the mailing of the bill. Interest, at the rate of 1.5 percent per month, shall be charged on any unpaid balance existing at the next billing date.
3. Customers taking service under this Schedule shall be responsible for the costs associated with any service upgrades.
4. Any Aggregator requesting a Customer account bill history must obtain a release from the Customer authorizing the Company to provide such bill history to the Aggregator. The Customer shall return a completed FORM 4 to the Company to authorize the Company to provide such bill histories to the Aggregator. The charges from paragraph 7 of the RATES, CHARGES AND TERMS section of this Schedule shall apply to all bill history requests.

Filed under the authority of Order No. 96-406-EL-COI of
The Public Utilities Commission of Ohio, dated December 24, 1996

Issued _____, 1997 by Fred J. Lange, Jr., President
Effective for service rendered on or after _____, 1997

Toledo Edison Company
EXPERIMENTAL CONJUNCTIVE ELECTRIC SERVICE SCHEDULE
AGGREGATION REQUEST
No. 5333

FORM 1

Section A

AGGREGATOR NAME (AS FILED WITH THE P.U.C.O.)		
AGGREGATOR REPRESENTATIVE		
ADDRESS		
CITY	STATE	ZIP CODE
PHONE ()		
<p>The above Aggregator is requesting electric service under the terms and conditions of Toledo Edison's Experimental Conjunctive Electric Service Schedule as contained in P.U.C.O. No. 7. This service is being requested for the Customer accounts listed in Section B of this Form. The Aggregator acknowledges that this request for service cannot be deemed to be complete until the following requirements have been satisfied:</p> <p>(1) A signed Customer release (Form 3) for all customer accounts listed on Form 1, Section B, has been received by Toledo Edison;</p> <p>(2) The Aggregator's name has been registered with the P.U.C.O. as detailed in the Commission Order for P.U.C.O. Case No. 96-406-EL-COI; and</p> <p>(3) A signed Aggregator waiver (Form 2) has been received by Toledo Edison.</p>		
SIGNATURE - AGGREGATOR'S REPRESENTATIVE		DATE

Toledo Edison Company
EXPERIMENTAL CONJUNCTIVE ELECTRIC SERVICE AGGREGATION REQUEST
SECTION B

FORM 1

EXHIBIT B

CUSTOMER ACCOUNT NO.	CUSTOMER NAME	SERVICE LOCATION
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		
9. _____		
10. _____		
11. _____		
12. _____		
13. _____		
14. _____		
15. _____		
16. _____		
17. _____		
18. _____		
19. _____		
20. _____		

IF MORE SPACE IS NEEDED, PLEASE ATTACH AN ADDITIONAL COPY.

**The Toledo Edison Company
CONJUNCTIVE ELECTRIC SERVICE**

FORM 2

WAIVER

Pursuant to the guidelines concerning Conjunctive Electric Service ("Guidelines") adopted by the Public Utilities Commission of Ohio ("Commission") in its February 27, 1997 Entry On Rehearing in Case No. 96-406-EL-COI, the undersigned signatory party, as a necessary part of its registration process to qualify as an Aggregator in The Toledo Edison Company's ("Toledo") Conjunctive Electric Service Pilot Program, hereby agrees that its only remedy for an alleged breach by Toledo of the Utility Code of Conduct, shall be a prospective change in the manner in which the Utility Code of Conduct is implemented by Toledo.

The signatory party further agrees that any such prospective change shall only be implemented in the Commission finds that Toledo had, in fact, materially breached the Utility Code of Conduct, after both the informal review process, as described in the Guidelines, and a full evidentiary hearing pursuant to Rev. Code Section 4905.26 have been completed. The signatory party further agrees that it shall not pursue any other civil or criminal penalties or damages in any action whatsoever, before any administrative agency, board, court or tribunal, as a means of remedying an alleged breach of the Utility Code of Conduct, and the signatory party hereby waives its right to seek such remedies.

The signatory party acknowledges that Toledo is under no obligation to furnish it with a Conjunctive Electric Service rate unless it signs this waiver and complies with all provisions of the Aggregator Code of Conduct contained within the Guidelines and adopted by the Commission in Case No. 96-406-EL-COI on February 27, 1997.

SIGNATURE

TITLE

COMPANY

DATE

The Edison Company
EXPERIMENTAL CONJUNCTIVE ELECTRIC SERVICE COMPANY NOTIFICATION

No. 5332

FORM 3

EXHIBIT B

In order to take service under the Company's Experimental Conjunctive Electric Service Schedule, _____ has
 (CUSTOMER NAME)
 formed a Customer/Aggregator relationship with _____ with respect to the following customer accounts:
 (AGGREGATOR NAME (AS FILED WITH THE P.U.C.O.))

CUSTOMER ACCOUNT NO.	CUSTOMER NAME	SERVICE LOCATION
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		
9. _____		
10. _____		

IF MORE SPACE IS NEEDED, PLEASE ATTACH AN ADDITIONAL COPY.

CUSTOMER NAME	
CUSTOMER SIGNATURE (NOTIFICATION INVALID WITHOUT SIGNATURE)	
ADDRESS	
CITY	STATE ZIP
PHONE ()	

_____, (CUSTOMER NAME) authorizes Toledo Edison Co. to provide billing histories, to the extent that they exist, for the accounts listed below to _____ if, and when, such information is requested.
(AGGREGATOR NAME (AS FILED WITH THE P.U.C.O.))

CUSTOMER ACCOUNT NO.	CUSTOMER NAME	SERVICE LOCATION
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		
9. _____		
10. _____		

IF MORE SPACE IS NEEDED, PLEASE ATTACH AN ADDITIONAL COPY.

CUSTOMER NAME		
CUSTOMER SIGNATURE (NOTIFICATION INVALID WITHOUT SIGNATURE)		
ADDRESS		
CITY	STATE	ZIP
PHONE		()

VERIFICATION

State of Ohio, Cuyahoga County, ss:

Murray R. Edelman,
Name of Officer

Murray R. Edelman, and
Vice Chairman

David M. Blank,
Name of Officer

David M. Blank, of
Treasurer

The Toledo Edison Company

being first duly sworn hereby verify this application.



MARK R. KEMPIC, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

Sworn and subscribed before me this 31st day of March, 1997.

Mark Kempic

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served upon the following parties this 31st day of March, 1997,
via electronic transmission, hand-delivery or ordinary U.S. mail, postage paid.


Mark R. Kempic

Tony Ahern
Buckeye Power
6677 Busch Blvd.
Columbus, OH 43266-0036

Robert Burns
NRRJ
1080 Carmack Rd
Columbus, Ohio 43210

James B. Gainer
CINERGY Corporation
139 East Fourth Street
Cincinnati, Ohio 45202

Bruce Holtz
Reduced Energy Specialists
7095 B. East Market St.
Warren, Ohio 44484

Catherine Morris
415 Woodbine Avenue
Baltimore, MD 21204-4245

Jeffrey L. Small
Chester, Willcox & Saxbe
17 S. High Street
Columbus, OH 43215

Leila Vespoli
Ohio Edison
76 S. Main Street
Akron, Ohio 44308

Robert Winter
Monogahela Power Company
P. O. Box 1392
Fairmont, WV 26555-1393

Brady Bancroft
10270 Sylvania-Hetamore Rd
Berkey, OH 43504

Colleen L. Mooney
Assistant Consumers' Counsel
Ohio Consumers' Counsel
Columbus, OH 43266-0550

Denis George
Stand Energy Corporation
Brookwood Bldg., Ste. 110
1077 Celestial Street
Cincinnati, OH 45202

Barbara Hueter
Ohio Council of Retail Merchants
50 W. Broad Street
Columbus, Ohio 43215

Mark I. Wallach
Kevin M. Sullivan
James F. Lang
Calfee, Halter & Griswold
1400 McDonald Investment Center
800 Superior Avenue
Cleveland, Ohio 44114

Dick Reid
Kirk Guy
Dayton Power & Light Company
P. O. Box 8825
Dayton, Ohio 45401

Marvin Resnik
AEP Service Corporation
1 Riverside Plaza
Columbus, Ohio 43266-0101

Omar Farouq
Ohio Department of Development
77 S. High Street, P. O. Box 1001
Columbus, Ohio 43266-0101

Robert Reilly
ENRON
6105 Twin Ledge Clive
Austin, Texas 78731

David Rinebolt
Ohio Partners for Aff. Energy
P. O. Box 1793
Findlay, OH 45839-1793

Christine Ericson
Verner, Liefert, Bernhard, McPherson & Hand
901 15th Street N. W.
Washington, D.C. 20005-2301
Columbus, OH 43215

Mike Smalz
Ohio State Legal Services
861 N. High Street
Columbus, OH 43215

Howard Petricoff
Vorys, Sater, Seymour & Pease
52 E. Gay Street
P. O. Box 1008
Columbus, Ohio 43216-1008

Sheldon Taft
Vorys, Sater, Seymour & Pease
52 E. Gay Street
P. O. Box 1008
Columbus, Ohio 43216-1008

Gary Jack
Monogahela Power Company
1310 Fairmont Avenue
P. O. Box 1793
Fairmont, WV 26555-1392

James Johnson
Volunteer Energy Corporation
2602 Oakstone Drive
Columbus, Ohio 43231

Glen S. Krasson
Climaco, Climaco, Seminatore, Lefkowitz
& Garofoli Co., L.P.A.
1220 Euclid Avenue, Suite 900
Cleveland, OH 44115

Mary Christensen
Brickler & Eckler
100 S. Third Street
Columbus, OH 43215

Samuel C. Randazzo
Emens, Kegler, Brown, Hill & Ritter
65 E. State Street, Suite 1800
Columbus, Ohio 43215