

LARGE FILING SEPARATOR SHEET

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99-1213-EL-ATA
99-1214-EL-AAM

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SECTION: 12

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Temporary Energy Efficiency Rider

(N)

An Energy Efficiency charge of _____ ¢/kWh shall be added to the energy charge of all applicable rate schedules for the exclusive purposes of funding the Energy Efficiency Revolving Loan Program created under Section 4928.62 of the Ohio Revised Code and for paying the program's administrative costs.

All services shall be subject to this Temporary Energy Efficiency Rider regardless of underlying tariff or special arrangement.

(N)

STATE AND LOCAL TAX RIDER**State kWh Tax****Applicability:**

Ohio Gross Receipts Tax (OGRT) adder of 4.75% will be effective for the period of January 1, 2001 through April 30, 2001. This rate will be applied from the effective date of this rider through bills rendered with metered usage ending April 30, 2001 by multiplying the factor of 1.0498688 $[1/(1-0.0475)]$ to the revenue amount calculated based on the sum of all components billed under the rate schedules

(N)

For bills rendered reflecting metered usage occurring on and after May 1, 2001, in addition to the charges provided in each of the Company tariffs, an excise tax will be imposed at the rates identified below to each end user of electricity in the State of Ohio pursuant to Sec.5727.81 of the Revised Code.

Beginning with bills rendered with metered usage occurring on and after May 1, 2001, a Commercial or Industrial Customer of the Company that receives electricity through a meter as an end user and consumes over the course of the previous calendar year more than 120,000,000 kWhs of electricity may elect to self-assess the tax at a rate of \$.00075 per kWh plus four percent (4%) of the total price of electricity delivered through a meter as an end user. Payment of the tax will be made directly to the Treasurer of the State of Ohio in accordance with Divisions (A)(3) and (4) of Sec.5727.82 of the Revised Code.

(N)

(N)

Rate:

For all end users of electricity under Company's tariffs that are not self-assessing the State kWh Tax, the tax imposed below shall apply for all bills rendered with metered usage on and after May 1, 2001:

First 2,000 kWhs \$0.00465 per kWh

Next 13,000 kWhs \$0.00419 per kWh

All Excess Over 15,000 kWhs \$0.00363 per kWh

(N)

In the event that the customer's meter is not actually read for the billing period, the estimated kWhs used to collect the Company charges may be used to collect the State kWh Tax.

STATE AND LOCAL TAX RIDER

Municipal Distribution Tax

(N)

Applicability:

The Municipal Distribution Tax applies to those customers whose service address is within a community that has enacted a municipal income tax for electric utilities in accordance with Sec. 718.01(f) of the Revised Code. Beginning with bills rendered with metered usage occurring on or after January 1, 2001, in addition to the charges provided for in the Company tariffs, a Municipal Distribution Tax will be added to the customer bill based on the percentage rate shown on Table 1 applied to the Distribution revenue that is to be collected.

Changes:

(N)

Beginning in January, 2002, the Company will annually submit a revised Table 1 which will reflect both the then current list of communities charging a municipal income tax on electric utilities as well as rates which have been updated to reflect the Company's actual municipal income tax obligations from the previous tax year.

Other:

(N)

The customer will bear the burden of proof when contesting whether the appropriate municipal income tax charge has been applied to their bill.

The customer's service address is the service address currently listed in the Company billing system.

Ohio Edison Company
Akron, Ohio

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STATE AND LOCAL TAX RIDER

Rates:

See Table 1 – Communities and Rates effective January 1, 2001

Community	Tax Rate	Community	Tax Rate	(N)
Adario	0.000%	* BREWSTER	0.000%	
AKRON	2.002%	BRIARWOOD BEACH	0.000%	
ALLIANCE	1.752%	Brighton	0.000%	
Alta	0.000%	Brimfield	0.000%	
AMHERST	1.502%	Bristolville	0.000%	
Amity	0.000%	BROADVIEW HEIGHTS	2.002%	
ANDOVER	1.502%	Brookfield	0.000%	
Ankenytown	0.000%	Brownheim	0.000%	
ASHLAND	1.502%	BRUNSWICK	1.351%	
ASHLEY	0.000%	Brunswick Hills	0.000%	
Atwater	0.000%	Brush Ridge	0.000%	
Atwater Center	0.000%	Burghill	0.000%	
Aultman	0.000%	BUTLER	1.001%	
Aurora	1.001%	Byhalia	0.000%	
Austintown	0.000%			
Avery	0.000%	CALEDONIA	0.000%	
AVON	1.001%	Camden	0.000%	
Axtel	0.000%	CAMPBELL	2.503%	
		Canaan	0.000%	
BARBERTON	1.502%	CANAL FULTON	0.501%	
Bath	0.000%	CASTALIA	0.000%	
Bayard	0.000%	CANFIELD	1.001%	
Baybridge	0.000%	CARDINGTON	3.010%	
BAY VIEW	0.000%	CATAWBA	1.001%	
BEACH CITY	0.000%	Ceylon	0.000%	
Beatty	0.000%	Champion	0.000%	
Belden	0.000%	Charlestown	0.000%	
BELLEVUE	1.502%	Cherry Valley	0.000%	
BELOIT	0.000%	CHESTERVILLE	0.000%	
Berlin Center	0.000%	CHIPPEWA-ON-THE-LAKE	0.000%	
Berlin Heights	0.000%	Chuckery	0.000%	
Berlinville	0.000%	Claiborne	0.000%	
Big Plain	0.000%	Claridon	0.000%	
Birmingham	0.000%	Clarksfield	0.000%	
Blooming Grove	0.000%	Clarkson	0.000%	
Bloomingville	0.000%	CLINTON	0.000%	
Boardman	0.000%	Coalburg	0.000%	
Bogart	0.000%	Collins	0.000%	
Boston HEIGHTS	1.502%	Columbia Hills Corners	0.000%	
Bowlusville	0.000%	* COLUMBIANA	1.001%	
Braceville	0.000%	Cook	0.000%	
BRADY LAKE	1.001%	Copley	0.000%	

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The Public Utilities Commission of Ohio

Issued by H. Peter Burg, President

Effective: January 1, 2001

Ohio Edison Company
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Community	Tax Rate		Community	Tax Rate	
CORTLAND	0.000%	*	GALION	0.000%	(N)
CRAIG BEACH	0.000%		Ganges	0.000%	
CRESTLINE	2.002%		GARRETTSVILLE	1.502%	
CRESTON	1.001%		Ghent	0.000%	
Crystal Lakes	0.000%		Gillivan	0.000%	
Crystal Springs	0.000%		GIRARD	2.002%	
CUYAHOGA FALLS	2.002%		GLENWILLOW	0.000%	
DALTON	1.001%		GLORIA GLENS	0.000%	
Damascus	0.000%	**	GRAFTON	1.502%	
DELAWARE	0.000%		Granger	0.000%	
Deerfield	0.000%		GREEN	1.001%	
Diamond	0.000%		GREEN CAMP	0.000%	
DONNELLSVILLE	0.000%		Greenford	0.000%	
Dorset	0.000%		Greensburg	0.000%	
Doylestown	1.502%		Greentown	0.000%	
Dublin	0.000%		Gustavus	0.000%	
Dungannon	0.000%		Gypsum	0.000%	
East Fairfield	0.000%		HANOVERTON	0.000%	
East Goshen	0.000%		Harmon	0.000%	
East Greenville	0.000%		Harmony	0.000%	
East Liberty	0.000%		Hartford	0.000%	
EAST PALESTINE	1.001%		Hartland	0.000%	
East Rochester	0.000%		Hartland Station	0.000%	
East Townsend	0.000%		HARTVILLE	1.001%	
Easton	0.000%		Havana	0.000%	
Edinburg	0.000%		HAYESVILLE	0.000%	
EDISON	0.000%		HENRIETTA	0.000%	
Elkton	0.000%		Hinckley	0.000%	
Ellsworth	0.000%		HIRAM	2.002%	
ELYRIA	1.752%		Homeworth	0.000%	
ENON	0.000%		Howland	0.000%	
Erhart	0.000%	*	HUBBARD	1.001%	
Essex	0.000%	*	HUDSON	1.001%	
			HURON	1.001%	
FAIRBORN	1.001%				
FAIRLAWN	2.002%		Isle St. George	0.000%	
Farmdale	0.000%				
Farmington	0.000%		Jerome	0.000%	
Flat Rock	0.000%		JEROMESVILLE	0.000%	
Florence	0.000%		Johnston	0.000%	
Fowler	0.000%		Johnsville	0.000%	
Frank	0.000%		Justus	0.000%	
Freeburg	0.000%				
Freedom	0.000%				
Freedom Station	0.000%				

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Community	Tax Rate	Community	Tax Rate	
Kensington	0.000%	Mecca	0.000%	
KENT	2.002%	MEDINA	0.501%	
Kimball	0.000%	Medway	0.000%	
Kinsman	0.000%	Mesopotamia	0.000%	(N)
Kiousville	0.000%	MEYERS LAKE	0.000%	
KIPTON	0.000%	Middle Bass Island	0.000%	
Kirkpatrick	0.000%	Middleton	0.000%	
		MIFFLIN	0.000%	
Lafayette	0.000%	** MILAN	0.000%	
Lafayette	0.000%	Mineral Ridge	0.000%	
LAGRANGE	1.502%	Mitiwanga Park	0.000%	
Lake Milton	0.000%	MOGADORE	2.002%	
LAKEMORE	1.502%	Monnett	0.000%	
Lakeside	0.000%	** MONROEVILLE	0.000%	
LAWRENCEVILLE	0.000%	Montrose	0.000%	
Leavittsburg	0.000%	MOUNT GILEAD	1.001%	
LEETONIA	1.502%	MUNROE FALLS	1.001%	
Leon	0.000%			
Lester	0.000%	Nankin	0.000%	
Lilly Chapel	0.000%	NAVARRE	1.502%	
LIMAVILLE	0.000%	Negley	0.000%	
LISBON	0.000%	Nelson	0.000%	
LODI	0.000%	New Alexander	0.000%	
LONDON	1.502%	New Franklin	0.000%	
LORAIN	1.752%	New Garden	0.000%	
LORAIN	1.764%	NEW MIDDLETOWN	0.000%	
LORDSTOWN	0.501%	New Moorefield	0.000%	
LOUDONVILLE	1.752%	New Springfield	0.000%	
LOWELLVILLE	1.502%	NEW WATERFORD	0.000%	
LUCAS	0.000%	Newport	0.000%	
		** NEWTON FALLS	1.001%	
McDONALD	2.002%	* NILES	0.000%	
MACEDONIA	2.002%	North Benton	0.000%	
Madison Mills	0.000%	North Bloomfield	0.000%	
MAGNETIC SPRINGS	0.000%	North Bristol	0.000%	
Mallet Creek	0.000%	North Eaton	0.000%	
Manchester	0.000%	NORTH FAIRFIELD	0.000%	
MANSFIELD	1.752%	North Georgetown	0.000%	
MANTUA	1.502%	NORTH HAMPTON	0.000%	
MARBLEHEAD	0.000%	North Jackson	0.000%	
MARION	1.752%	North Lawrence	0.000%	
Marlboro	0.000%	North Liberty	0.000%	
MASSILLON	1.802%	North Lima	0.000%	
Masury	0.000%	NORTH RIDGEVILLE	1.001%	

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Community	Tax Rate	Community	Tax Rate	
NORTH ROYALTON	1.001%	RICHFIELD	2.002%	(N)
North Woodbury	0.000%	Richmond Center	0.000%	
NORTHFIELD	1.502%	RICHWOOD	0.501%	
Northridge	0.000%	RITTMAN	1.502%	
NORTON	1.502%	River Styx	0.000%	
NORWALK	1.502%	ROGERS	0.000%	
		Rome	0.000%	
OAKWOOD	1.001%	Rootstown	0.000%	
OBERLIN	0.000%	Rosedale	0.000%	
Olena	0.000%	Ruggles Beach	0.000%	
Olivesburg	0.000%			
Olmstead Falls	0.000%	Sagamore Hills	0.000%	
ONTARIO	1.001%	St. James	0.000%	
ORANGEVILLE	0.000%	SALEM	1.001%	
		SANDUSKY	1.001%	
Palmyra	0.000%	SEBRING	1.502%	
Paris	0.000%	* SEVILLE	1.001%	
Parkertown	0.000%	Shalersville	0.000%	
Parkertown	0.000%	SHAWNEE HILLS	2.002%	
Parkman	0.000%	SHEFFIELD	1.001%	
Pavonia	0.000%	SHEFFIELD LAKE	1.001%	
PENINSULA	1.001%	Shenandoah	0.000%	
PERRYSVILLE	1.001%	SILVER LAKE	2.002%	
Peru	0.000%	SOLOM	2.002%	
Petersburg	0.000%	Somersville	0.000%	
Pitchin	0.000%	SOUTH AMHERST	1.001%	
PLAIN CITY	1.001%	Southington	0.000%	
Plattsburg	0.000%	SOUTH VIENNA	0.000%	
Pleasant Valley	0.000%	* SPRINGFIELD	2.002%	
Plumwood	0.000%	Steam Corners	0.000%	
Poe	0.000%	Sterling	0.000%	
POLAND	0.000%	STEUBEN	0.000%	
POLK	0.000%	STOW	2.002%	
PORT CLINTON	1.502%	STREETSBORO	1.001%	
Portage Lakes	0.000%	STRONGSVILLE	2.002%	
PROSPECT	0.000%	STRUTHERS	2.002%	
Prout	0.000%	Suffield	0.000%	
PUT-IN-BAY	0.000%	Sugar Bush Knolls	0.000%	
		Summerford	0.000%	
Radnor	0.000%	TALLMADGE	2.002%	
Randolph	0.000%	Thorps	0.000%	
Rathbone	0.000%	TREMONT CITY	0.000%	
RAVENNA	1.802%	TWINSBURG	2.002%	
Red Fox	0.000%	Uniontown	0.000%	
Redhaw	0.000%	Unionville	0.000%	
REMINDERVILLE	1.001%	Unity	0.000%	
Remson Corners	0.000%			

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Community	Tax Rate
Valley City	0.000%
VERMILION	1.001%
Vernon	0.000%
Vienna	0.000%
Villa	0.000%
WADSWORTH	0.000%
WAKEMAN	0.000%
WALTON HILLS	1.001%
WARREN	1.502%
Warrensburg	0.000%
WASHINGTONVILLE	1.251%
Waterford	0.000%
Watkins	0.000%
Wayland	0.000%
Wayne Center	0.000%
WELLINGTON	0.000%
West Andover	0.000%
WEST FARMINGTON	0.000%
WEST JEFFERSON	1.001%
West Lodi	0.000%
WESTFIELD CENTER	1.001%
Weymouth	0.000%
White Sulphur	0.000%
Williamsfield	0.000%
Williamsport	0.000%
WINDHAM	1.502%
Winona	0.000%
Wyandot	0.000%
Yale	0.000%
YANKEE LAKE	0.000%
York Center	0.000%
YOUNGSTOWN	2.252%

(N)

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The Public Utilities Commission of Ohio

Issued by H. Peter Burg, President

Effective: January 1, 2001

ELECTRIC FUEL COMPONENT RIDER

This Rider is applicable only to customer facilities under a special contract pursuant to Ohio Revised Code 4905.31, entered into prior to January 1, 2001, which requires the inclusion of an electric fuel component (EFC) rate according to the terms and conditions of the special contract, or where the special contract provides for billing under a tariffed rate schedule. (T)

For those special contract customers whose terms and conditions require inclusion of the EFC rate, the EFC rate shall be 1.3567¢ per kWh.

For those special contract customers that are billed pursuant to a rate schedule the following shall apply:

- a. The tariff rate's generation charge shall be reduced by the fuel portion of the generation charge at a rate of 1.3567¢ per kWh., and (T)
- b. The EFC Rider charge shall be applied at a rate of 1.3567¢ per kWh.

Net Energy Metering Rider

Pursuant to Section 4928.01(A)(30)-(32) of the Revised Code (Net Metering), a customer-generator is a customer of the Company that is a user of a net metering system. To qualify for a net metering system, the customer-generator facility must use as its fuel either solar, wind, biomass, landfill gas, or hydropower, or use a microturbine or a fuel cell which is located on a customer's premises and operates in parallel with the Company's transmission and distribution systems and is intended primarily to offset part or all of the customer's requirements for electricity. A net metering system used by a customer-generator shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronic Engineers, and Underwriters Laboratories.

(N)

Pursuant to Section 4928.67 of the Revised Code, this Rider is available upon request to customer-generators on a first come, first served basis so long as the total rated generating capacity used by the customer-generators is less than one percent of the Company's aggregate customer peak demand as determined by the Company.

(N)

In order to receive service under this Rider, Net Metering must be accomplished using a single meter capable of registering the flow of electricity in each direction. If its existing electrical meter is not capable of measuring the flow of electricity in two directions, the Company will, upon written request, acquire, install, maintain, and read an approved meter. The customer-generator will pay the Company the cost to acquire and install the approved meter. Maintenance of the meter will be the responsibility of the Company, which will own the meter. The Company, at its own expense and with written consent of the customer-generator, may install additional meters to monitor the flow of electricity. Maintenance of the additional meter(s) will be the responsibility of the Company, which will own the meter(s).

(N)

Net Energy Metering Rider

The provisions of this rider will be applied to the rate schedule appropriate for the customer-generator class of service. The customer-generator will be billed distribution charges, transmission charges and ancillary service charges for the applicable rate schedule based on the sum of the electricity provided by the Company and the electricity fed back to the Company from the customer-generator. The customer-generator will be billed for generation transition charges, regulatory transmission charges, any other unbundled charges, and Applicable Riders for that Rate Schedule, except the generation charge, based on the electricity provided by the Company. If electricity supplied by the Company exceeds the electricity generated by the customer-generator and fed back to the Company, the customer-generator will be billed for the net electricity supplied at the generation charge included in the applicable rate schedule. If the electricity fed back to the Company by the customer-generator exceeds the electricity supplied by the Company, the customer-generator's next bill will be credited for an amount equal to the net electricity generated by the customer-generator times the generation charge included in the applicable rate schedule.

(N)

Customer-generators seeking to receive service under the provisions of this rider must submit a written application to the Company demonstrating compliance with the Rider provisions and quantifying the total rated generating capacity of the customer-generator facility at least 45 days prior to the date it expects to take service under the rider.

(N)

Filed pursuant to Order dated _____ in Case No. 99-1212 -EL-ETP before

The Public Utilities Commission of Ohio

Issued by H. Peter Burg, President

Effective: January 1, 2001

P. U. C. O. NO. S-1

**OHIO EDISON COMPANY
AKRON, OHIO**

Electric Generation Supplier Coordination Tariff

**Issued by
H. P. BURG
President
Akron, Ohio**

Issued: January 1, 2001

Effective: January 1, 2001

Filed under authority of Order No. 99-1212-EL-ETP issued by The Public Utilities Commission of Ohio

Ohio Edison Company
Akron, Ohio

P.U.C.O. No. S-1

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SUPPLIER TARIFF

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DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS

Ancillary Services – any function necessary to the provision of electric transmission or distribution service to a retail customer and includes, but is not limited to, scheduling, system control, and dispatch services; reactive supply and voltage control service from generation resources; reactive supply from transmission resources service; regulation service; frequency response service; energy imbalance service; operating reserve-spinning reserve service; operating reserve-supplemental reserve service; load following; back-up supply service; dynamic scheduling; system black start capability; and network stability service.

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

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

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

Company – Ohio Edison or FirstEnergy. All references to FirstEnergy in this Tariff are for purposes of the FERC tariffs referenced herein where FirstEnergy is acting on behalf of Ohio Edison, Toledo Edison, and Cleveland Electric Illuminating Company. Following approval and implementation of the Company's corporation separation plan, as part of its transition plan, all actions or obligations of FirstEnergy under this Tariff, if any, will be performed by the regulated utility business unit of FirstEnergy.

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

Control Area - has the meaning given in Section 1.6 of the FE OATT.

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

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

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

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

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

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

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

Customer - any person, partnership, association, or corporation receiving Competitive Retail Electric Service from a Certified Supplier in accordance with the Restructuring Act.

Electric Generation Supplier ("EGS") - all of the entities set forth in R.C. 4928.08(A) and (B) that have not received final certification by the Commission.

FERC - the Federal Energy Regulatory Commission.

FirstEnergy ("FE") – the parent company of Ohio Edison Company (and Ohio Edison's wholly owned subsidiary, Pennsylvania Power Company), The Cleveland Electric Illuminating Company, and The Toledo Edison Company.

FirstEnergy ("FE") Market-Based Rate Tariff – the FE Market-Based Rate Tariff (or its successor) on file with the FERC and which sets forth the rates, terms and conditions of the sale

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of power by FirstEnergy and its subsidiary utility companies including any service agreement executed there under.

FirstEnergy Open Access Transmission Tariff ("FE OATT") - the FirstEnergy Open Access Transmission Tariff (or its successor) on file with the FERC and which sets forth the rates, terms and conditions of transmission service over transmission facilities located in the FirstEnergy System Control Area.

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

FirstEnergy ("FE") System Control Area - that certain Control Area recognized by the North American Electric Reliability Council as the "FirstEnergy System Control Area."

Hourly or Sub-Hourly Metering Equipment - electric metering equipment that supplies hourly or sub-hourly data of Customer consumption approved or utilized by the Company.

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

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

Network Integration Transmission Service - transmission service provided under Section III of the FE OATT.

Open Access Same-Time Information System ("OASIS") - has the same meaning as set forth in the FE OATT.

Restructuring Act - Am. Sub. Senate Bill No. 3.

Schedule - a schedule for the delivery of energy for the benefit of retail customers, prepared by the Certified Supplier or its designated Scheduling Coordinator and submitted to the FE-SCC in the format prescribed by FirstEnergy.

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

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Service Agreement – the initial agreement and any amendments or supplements thereto entered into by the Certified Supplier and the Company for service under the FE OATT and the FE Market-Based Rate Tariff.

Standard Offer Supply – the provision of energy and capacity by the Company to customers that (1) choose not to obtain Competitive Retail Electric Services from a Certified Supplier other than the Company, (2) return to the Company after having obtained Competitive Retail Electric Services, or (3) contract for Competitive Retail Electric Services from a Certified Supplier that breaches its obligation to deliver such energy or capacity.

Standard Rules and Regulations - The Company's Standard Rules and Regulations in effect as approved by the Public Utilities Commission of Ohio.

The Commission - The Public Utilities Commission of Ohio

Value Added Network ("VAN") – a data transfer network that allows information to be sent and received electronically using an electronic mailbox. This method must meet the following minimum criteria:

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

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RULES AND REGULATIONS

1. THE TARIFF

- 1.1 **Filing And Posting.** A copy of this Tariff, which comprises the Charges, Rules and Regulations and Coordination Agreement under which the Company will provide Coordination Services to Certified Suppliers, is on file with the Commission and is posted and open to inspection at the offices of the Company during regular business hours.
- 1.2 **Revisions.** Subject to Section 2.2, this Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with law, and such changes, when effective, shall have the same force as the present Tariff.
- 1.3 **Application.** The Tariff provisions apply to all Certified Suppliers providing Competitive Retail Electric Services to Customers located in the Company's service territory, including an affiliate or division of the Company that provides Competitive Retail Electric Services, and with whom the Company has executed a Coordination Agreement as required herein. An EGS which has failed to receive certification as a Certified Supplier by the Public Utilities Commission is not lawfully permitted to supply customers with Competitive Retail Electric Service. The Charges herein shall apply as well to anyone receiving service unlawfully or to any unauthorized or fraudulent receipt of Coordination Services in addition to any other remedies available to the Company.
- 1.4 **Rules and Regulations.** The Rules and Regulations, filed as part of this Tariff, are a part of every Coordination Agreement entered into by the Company pursuant to this Tariff and govern all Coordination Activities. The obligations imposed on Certified Suppliers in the Rules and Regulations apply as well to anyone receiving service unlawfully or to any unauthorized or fraudulent receipt of Coordination Services in addition to any other remedies available to the Company.
- 1.5 **Statement By Agents.** No Company representative has authority to modify a Tariff rule or provision, or to bind the Company by any promise or representation contrary thereto or inconsistent therewith.

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2. SCOPE AND PURPOSE OF TARIFF

- 2.1 Scope and Purpose of Tariff.** This Tariff sets forth the basic requirements for interactions and coordination between the Company and Certified Suppliers necessary for ensuring the delivery of Competitive Retail Electric Service from Certified Suppliers to their Customers commencing on January 1, 2001.
- 2.2 FERC Jurisdiction.** The inclusion of FERC-jurisdictional matters within the scope of the Tariff is intended solely for informational purposes and is not intended to accord any jurisdictional authority over such matters to the Public Utilities Commission of Ohio. Furthermore, to the extent that anything stated herein is found by FERC to conflict with or to be inconsistent with any provision of the Federal Power Act ("FPA"), or any rule, regulation, order or determination of FERC under FPA, then such FERC rule, regulation, order or determination of FERC shall control. To the extent required under any provision of the FPA, or any rule, regulation, order or determination of FERC under the FPA, the Company shall endeavor to secure, from time to time, all necessary orders, approvals, and determinations from FERC necessary to implement this Tariff.

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3. COMMENCEMENT OF COMPANY/EGS COORDINATION

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

- (a) a Coordination Agreement fully executed in triplicate by a duly authorized representative of the EGS;
- (b) a Service Agreement For Network Integration Transmission Service under the FE OATT fully executed in triplicate by a duly authorized representative of the EGS;
- (c) a Service Agreement under the FE Market-Based Rate Tariff, fully executed in triplicate by a duly authorized representative of the EGS;
- (d) the EGS's Ohio sales tax identification number;
- (e) a copy of the EGS's conditional certification issued by the Commission to provide Competitive Retail Electric Services to the Company's retail customers;
- (f) a copy of the EGS's certification application submitted to the Commission to apply for its certificate;
- (g) a Credit History Form, available from the Company, fully completed in duplicate; and
- (h) for Customers that have elected the one-bill option, a copy of the Certified Supplier's rate schedule must be provided at least ninety (90) days prior to power flow to the Customer.
- (i) the EGS must demonstrate to the Company's satisfaction that its Electronic Data Interchange ("EDI") is fully functional and capable of performing the necessary data transference functions required to supply the Company with data necessary to operate its business.
- (j) a Service Agreement for Electronic Data Interchange Trading Partner fully executed in triplicate by a duly authorized representative of the EGS.

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- 3.2 Incomplete Registrations.** In the event the EGS fails to provide all of the information specified in Section 3.1, the Company shall provide written notice to the EGS of the registration's deficiencies within thirty (30) business days after the Company's receipt of the registration. The Company will not process an incomplete registration until the EGS corrects the deficiencies and delivers a completed registration to the Company.
- 3.3 Credit Check.** A registration for Coordination Services shall constitute authorization to the Company to conduct a Creditworthiness review.
- 3.4 Processing of Registrations.** The Company shall complete the processing of each completed registration for Coordination Services within thirty (30) business days after the Company's receipt of the registration. The Company shall approve all completed registrations unless grounds for rejecting the registration exist, as defined below.
- 3.5 Grounds for Rejecting Registration.** The Company may reject a registration for Coordination Services on any of the following grounds:
- (a) the EGS has undisputed outstanding debts to the Company arising from its previous receipt of Coordination Services from the Company.
 - (b) the EGS has failed to comply with payment and billing requirements specified in Rule 12 of the Tariff;
 - (c) the Company has provided written notice to the EGS that a registration is incomplete and the EGS has failed to submit a completed registration within thirty (30) business days of deficiency notification.
 - (d) the EGS has been rejected by the Company as not being creditworthy.
 - (e) the EGS has failed to comply with all applicable requirements of the FE-OATT and the FE Market-Based Rate Tariff for its registration to be accepted as complete.
 - (f) the EGS has contracted to use the services of more than one Scheduling Coordinator for service to customers within the Company's certified service territory. Use of more than one Scheduling Coordinator is not permitted.

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- 3.6 Rejection of Registration.** Upon its rejection of any registration, the Company shall provide the affected EGS with written notice of rejection within the time periods set forth in Section 3.4, and shall state the basis for its rejection.
- 3.7 Approval of Registration.** Upon its approval of a registration for Coordination Services, the Company shall execute the Coordination Agreement tendered by the registrant and shall provide one copy to the EGS and maintain a copy for its own records. The Company shall send written notification of approval of registration to the EGS and the Commission within the period set forth in Section 3.4.
- 3.8 Identification Numbers.** Upon its approval of a registration for Coordination Services, the Company will use the assigned EGS identification number in subsequent electronic information exchange between the EGS and the Company. In addition, the Company may also assign to the EGS identification numbers that may be required by FE-SCC in connection with the submission and/or confirmation of load schedules for serving load in the Company's service territory.
- 3.9 Commencement of Coordination Services.** Coordination Services shall commence within thirty (30) business days after the Commission issues its final certification following the Company's approval of an EGS's registration for Coordination Services, provided that all of the information necessary for the Company to provide Coordination Services has been provided to the Company. Following final certification by the Commission, the EGS is considered a Certified Supplier, subject to compliance with this Tariff and the Commission's continuing authority.

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4. COORDINATION OBLIGATIONS

- 4.1 Provision of Coordination Services.** The Company shall provide all Coordination Services, as provided herein, necessary for the delivery of a Certified Supplier's Competitive Retail Electric Services to serve retail load located within the Company's certified service territory.
- 4.2 Timeliness and Due Diligence.** The Company and Certified Suppliers shall exercise due diligence in meeting their obligations and deadlines under this Tariff so as to facilitate supply of Competitive Retail Electric Service to customers.
- 4.3 Duty of Cooperation.** The Company and Certified Supplier will cooperate in order to ensure delivery of Competitive Retail Electric Service to Customers as provided for by this Tariff, the Standard Rules and Regulations, the FE OATT, the FE Market-Based Rate Tariff.
- 4.4 State Certification.** A Certified Supplier must have and maintain in good standing a certificate from the Commission as a Certified Supplier. The Certified Supplier shall notify the Company within three (3) business days of any amendment, revocation, termination or other change in its Certification.
- 4.5 Energy Procurement.** A Certified Supplier must make all necessary arrangements for supply and delivery of capacity and energy in a quantity sufficient to serve its own Customers. In the event the Certified Supplier fails to supply sufficient capacity and energy to serve its customers, the Certified Supplier shall be responsible for payment for such capacity and energy as provided in Section 8 of this Tariff (Imbalance Service).
- 4.6 FE-SCC Services and Obligations.**
- (a) A Certified Supplier is responsible for procuring, taking and paying for those services provided by the FE-SCC that are necessary for the delivery of Competitive Retail Electric Services to its Customers pursuant to the Service Agreement for Network Integration Transmission Service under the FE OATT and this Tariff.
 - (b) Ancillary services will be provided by the Company to customers at the rates included in the applicable Company retail tariff. A Certified Supplier may acquire Regulation and Frequency Response, Operating Reserve – Spinning, and Operating Reserves – Supplemental from another source if it demonstrates to the Company that it meets all North America Electric Reliability Council ("NERC") and regional requirements,

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and will be subject to all associated sanctions for failure to provide Ancillary Services as specified in the FE OATT. Ancillary Services provided by a Certified Supplier must be provided for all of the Customers it supplies and must be provided as long as the Certified Supplier is supplying its Customers. The Certified Supplier may not supply such services one month and then decline to supply them the next month. Failure to supply Ancillary Services will result in a suspension of the Certified Supplier's registration until resumption of such services by the Certified Supplier occurs.

- (c) The Certified Supplier is responsible for providing all real power losses that are necessary for the delivery of Competitive Retail Services to its Customers. The amount of losses to be provided by the Certified Supplier are as specified in the FE OATT and the Service Agreement for Network Integration Transmission. If mutually agreed, the Certified Supplier may acquire real power losses from the Company at the rate specified in the FE OATT.

4.7 Energy Scheduling. A Certified Supplier must make all necessary arrangements for scheduling the delivery of energy with FE-SCC.

4.8 Reliability Requirements. A Certified Supplier shall satisfy the reliability requirements of the Commission, or any other governmental agency or NERC or regional reliability council or their successor which apply to service provided under this Tariff.

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

4.10 Communication Requirements. A Certified Supplier shall implement:

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

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

4.10.3 Electronic Mail. A Certified Supplier shall have electronic mail ("e-mail") capable of transferring energy schedules to FE-SCC.

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4.11 Payment Obligation. The Company's provision of Coordination Services to a Certified Supplier is contingent upon the Certified Supplier's payment of all charges provided for in this Tariff.

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

4.13 Customer Specific Information available to Certified Suppliers.

The Company, subject to the Customer's objection, shall make available to Certified Suppliers the following customer specific information.

- (i) Company Account Number
- (ii) Customer Name and Telephone Number
- (iii) Service Address
- (iv) Service City
- (v) Service State Zip
- (vi) Mailing Address
- (vii) Mailing City
- (viii) Mailing State and Zip Code
- (ix) Contact Name
- (x) Contact Address
- (xi) Contact City, State, Zip Code
- (xii) Rate Schedule under which service is rendered

4.14 Emergency Operation.

4.14.1 Transmission service shall be provided pursuant to the FE OATT. The Certified Supplier shall accept the FE-SCC determination that an emergency exists and will comply with all FE-SCC directives issued pursuant to the FE OATT.

4.14.2 The Certified Supplier shall require its Customer to shed load to rectify any imbalance it has created in failing to meet its Schedule in the event that the FE-SCC is unable to secure energy/capacity. The Company shall use reasonable commercial efforts to supply the load of the Certified Supplier's customers, including the imbalance load if any. However, the Certified Supplier shall curtail its schedule to rectify any imbalance between its actual load and its lesser schedule in the event that the FE-SCC is unable to secure energy and or capacity to supply that difference in load.

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4.14.3 Emergency shutoff. The Company has the right to curtail a Certified Supplier's schedule in order to maintain system integrity or to otherwise prevent the occurrence of a system emergency or to rectify the occurrence of a system emergency. The Company has the right to require redispatching of generation resources in accordance with the FE OATT, Section 33, Load Shedding and Curtailment to relieve an existing or potential system emergency.

4.15 Failure of the Company to serve load to a Certified Supplier or a Certified Supplier's customers for whatever reason shall in no way subject the Company to any liability whatsoever.

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5. DIRECT ACCESS PROCEDURES

5.1 Certified Supplier Selection. This Section 5.1 delineates the process of Customer selection of a Certified Supplier for service beginning in January 2001. The process for a Customer's selection of a Certified Supplier for the first time thereafter is governed by Section 5.3.

5.1.1 The Certified Supplier will obtain appropriate authorization from the Customer, or from the person authorized, in writing, to act on the Customer's behalf, indicating the Customer's choice of the Certified Supplier. The authorization must provide the customer's name, address, and account number and must be ink-signed and dated by the Customer or by the Customer's authorized agent. It is the Certified Supplier's responsibility to maintain records of the Customer's authorization in order to provide documented evidence of authorization to the Company and the Commission.

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

5.1.3 The Company shall be notified of a Customer's initial selection of the Certified Supplier, or decision to switch to the Certified Supplier, by way of electronic file. Said electronic file must be received by the Company on or before December 1, 2000. The Certified Supplier shall provide the electronic file to the Company. The required electronic file shall include information determined by the Company, including at a minimum, Certified Supplier ID, Company's Customer Account Number, Customer name and address, Rate Code, Billing Option, Price Plan (if one-bill option is selected), Transaction Date and Transaction Time. Upon receipt of the electronic file from the Certified Supplier, the Company will automatically confirm receipt of the file. Within three business days of receipt of the electronic file, the Company will validate the records contained in the file, and will provide an electronic validation, including the number of records received and the reason for any rejections. Such validation shall also include information a Certified Supplier can use to identify rejected records. If a Customer selects more than one Certified Supplier, the Certified

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Supplier with the latest dated valid EGS contract signed by the Customer will be the Certified Supplier of record.

Within 5 business days of the Company's receipt of the selection notice the Company will send a confirmation letter to all Customers who have made a Certified Supplier selection. Included in this letter shall be notification of a 10-day waiting period in which the Customer may cancel its selection of a Certified Supplier. The confirmation letter shall include the Customer's name, address, Company account number, selected Certified Supplier, selected billing option (1-bill, 2-bills), service effective date and initial billing date. The waiting period shall begin on the day the letter is mailed to the Customer. If the 10-day waiting period expires, and the Customer has not contacted the Company to dispute the Certified Supplier selection, the Certified Supplier will become the Certified Supplier of record. If the Customer elects to rescind its Certified Supplier selection, the Company will electronically notify the rejected Certified Supplier. In the event the Customer rescinds its Certified Supplier selection after the 10-day waiting period, the Customer will be required to remain with the selected Certified Supplier for a minimum of one billing cycle.

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

5.3 Switching Among Certified Suppliers (or between a Certified Supplier and the Company Standard Offer Supply). As of January 2001, initial Certified Supplier selection, switching by Customers among Certified Suppliers, or between a Certified Supplier and the Company shall occur in accordance with this Section 5.3 and the Standard Rules and Regulations.

5.3.1 (a) The Customer's new Certified Supplier will obtain appropriate authorization from the Customer, or from the person authorized in writing to act on the Customer's behalf, indicating the Customer's choice of the Certified Supplier. The authorization must provide the customer's name, address, and account number and must be ink-signed and dated by the Customer or by the Customer's authorized agent. It is the Certified Supplier's responsibility to maintain records of the Customer's authorization in order to provide documented evidence to the Company or the Commission of Ohio in the event of a dispute.

(b) The Customer's new Certified Supplier shall also submit the Customer's information using a file format designated by the Company. The required

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electronic files shall include, information determined by the Company, including at a minimum, Certified Supplier ID, Company Account Number, Action (ADD), Customer name and address and phone number, Rate Code, Billing Option, Price Plan (if one-bill option is selected), Transaction Date and Transaction Time. Upon receipt of the electronic file from the Certified Supplier, the Company will automatically confirm receipt of the file. Within three business days of receipt of the electronic file, the Company will validate the records contained in the file, and will provide an electronic validation, including the number of records received and the reason for any rejections. Such validation shall include appropriate control totals such as number of records received, and the reason for any rejections (e.g., invalid account number). Such validation shall also include information a Certified Supplier can use to identify rejected records.

- (c) The Company will send the Customer a confirmation letter, within 5 business days of receipt of selection notice, notifying the Customer of the right to rescind. If the Customer does not contact the Company within 10 calendar days of the date on the confirmation letter, then the Company will process the selection. The selection will be effective as of the next scheduled Meter Read Date and the Certified Supplier will become the Certified Supplier of record for delivery provided that: (1) the Company has received at least 15 calendar days prior notice from the Certified Supplier and all Customer information provided to the Company is accurate and complete; (2) the 10-day waiting period has expired; and (3) the Customer has not contacted the Company to dispute the Certified Supplier selection. In such circumstances, the Company will send the new Certified Supplier an electronic file containing information for the new Customers of record for that particular Certified Supplier.

If, during the 10-day waiting period, the Customer elects to rescind its new Certified Supplier selection, the Company will notify the rejected Certified Supplier of the rescission electronically. In the event the Customer rescinds their Certified Supplier selection after the 10-day waiting period, the Customer will be required to remain with the selected Certified Supplier for a minimum of one billing cycle.

- (d) Once the process set forth above is complete, the Company will notify the Customer's prior Certified Supplier of the discontinuance of service to the Customer from that prior Certified Supplier.

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- 5.3.2 If a Customer contacts the Company to request a change of its Certified Supplier, the Company shall notify the Customer that the selected Certified Supplier must be contacted directly by the Customer in order to initiate the change.
- 5.3.3 If a Certified Supplier wishes to obtain from the Company confidential Customer-specific information about a Customer with whom it is discussing the possibility of providing Competitive Retail Electric Service, the Company will only provide such information if the Certified Supplier provided written approval from the Customer to the Company. Such written authorizations shall be available to the Commission.
- 5.3.4 (a) If a Customer contacts the Company to request a change of Certified Supplier to the Company's Standard Offer Supply, the Company will process the request subject to Section XIV RETURN TO STANDARD OFFER SUPPLY in the Company's Standard Rules and Regulations and as follows. The Company will send the Customer a confirmation letter notifying the Customer of the right to rescind. If the Customer does not contact the Company within 10 calendar days of the date on the confirmation letter, then the Company will process the request. The request will be effective as of the next scheduled Meter Read Date and the Company will become the supplier of record for delivery provided that: (1) the Company has received at least 15 calendar days prior notice from the Customer; and (2) the 10 calendar day waiting period has expired; and (3) the Customer has not contacted the Company to rescind or dispute the switch to Standard Offer Supply. Once the preceding process is complete, the Company will notify the Customer's prior Certified Supplier of the discontinuance of service to the Customer from that prior Certified Supplier.
- (b) In no event shall Section 5.3.4 (a) above affect the continued supply of electricity to a Customer once a Customer's service is discontinued by a Certified Supplier.
- 5.3.5 (a) If a Customer contacts the Company to discontinue electric service at the Customer's then current location, and initiates a request for service at a new location in the Company's service territory, the Company will notify the current Certified Supplier of the Customer's discontinuance of service for the account at the Customer's old location. The Company will also send an electronic transaction to the Customer's selected Certified Supplier for its new location, which may or may not be the current Certified Supplier.

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- (b) If a Customer informs the Company that the Customer will be relocating outside of the Company's service territory, the Company will notify the current Certified Supplier of the Customer's discontinuance of service for the account at the Customer's location.

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

5.4 Provisions relating to a Certified Supplier's Customers.

5.4.1 Arrangements with Certified Supplier's Customers. Certified Suppliers shall be solely responsible for having appropriate contractual or other arrangements with their Customers necessary to implement Competitive Retail Electric Service consistent with all applicable laws, Commission requirements, and this Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

5.4.2 Transfer of Cost Obligations Between Certified Suppliers and Customers. Nothing in this Tariff is intended to prevent a Certified Supplier and a Customer from agreeing to reallocate between them any Charges that this Tariff imposes on the Certified Supplier, provided that any such agreement shall not change in any way the Certified Supplier's obligation to pay such Charges to the Company, and that any such agreement shall not confer upon the Company any right to seek recourse directly from the Certified Supplier's Customer for any charges owed to the Company by the Certified Supplier.

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6. LOAD FORECASTING

6.1 Customer Load and Weather Forecasting. The Company shall make available a day-ahead forecast of total control area load to Certified Supplier. The Certified Supplier is responsible for developing an aggregated load forecast for its Customer's load. The aggregated load forecast shall include transmission and distribution losses pursuant to the FE OATT. The aggregated load forecast is subject to the Monthly Energy Imbalance Service and Rate provisions in Sections 8.4 and 8.5 as well as all other relevant sections of this Tariff. Day-ahead weather forecasting will be provided through an Internet web site link to an applicable source. The Company has no liability for the inaccuracy of such load and weather forecasts or any party's reliance thereon.

6.2 Forecasting Methodology. The load forecast developed by the Certified Supplier shall conform to sections 6.2.1 and 6.2.2 as well as all other relevant sections of this Tariff and the FE OATT.

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

6.2.2 Hourly Metered Customer Forecasts. The Certified Supplier shall forecast its Customers' load for hourly metered Customers, adjusted for the inclusion of losses.

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7. ENERGY SCHEDULES and USE OF SCHEDULING COORDINATORS

- 7.1 Energy Schedules.** The Certified Supplier, or its designated Scheduling Coordinator, shall be responsible for scheduling energy and purchasing all transmission services (including Ancillary Services) necessary to get energy to the Customer's point of delivery. Transmission services, losses and Ancillary Services from the point of receipt to the Customer's point of delivery shall be provided pursuant to the Service Agreement for Network Integration Transmission Service under the FE OATT.
- 7.2 Submitting Energy Schedules.** The format of the energy schedule shall be that provided by the Company to the Certified Supplier or its designated Scheduling Coordinator. Schedules shall be e-mailed to FE-SCC (aggregated by source of supply) no later than 10:00 a.m. of the day prior to commencement of such service. Schedules submitted after 10:00 a.m. will be accommodated if practical. Separate Certified Supplier specific hourly Schedules must be provided by the Certified Supplier or its designated Scheduling Coordinator for each point of receipt to which energy is to be delivered to the FirstEnergy System. Hour-to-hour energy schedules that are to be delivered must be stated in increments of whole MW values per hour. The Company reserves the right to require a Certified Supplier or its designated Scheduling Coordinator to schedule hourly loads based upon the appropriate load profiles for the forecasted conditions.
- 7.3 Energy Schedule Changes.** Schedule changes will be permitted up to twenty (20) minutes before the start of the next clock hour provided that the delivering party and receiving party both agree to the schedule modification.
- 7.4 Participation Through a Scheduling Coordinator.** If a Certified Supplier chooses not to interact directly with FirstEnergy for scheduling purposes, a Certified Supplier may become a Coordinated Certified Supplier by entering into a business arrangement with another Certified Supplier that will act as a Scheduling Coordinator. A Coordinated Certified Supplier may enter into this business arrangement with a Scheduling Coordinator for an individual service, such as load forecasting, or for a variety of services including assessing import capability, load forecasting, scheduling, and reconciliation rights and responsibilities. To the extent it is responsible for the following activities, the Scheduling Coordinator's assessment of import capability, load forecasting, scheduling, and reconciliation rights and responsibilities shall include its own Customers and the Customers of its Coordinated Certified Suppliers. All actions of the Scheduling Coordinator that relate

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to one of its Coordinated Certified Suppliers are binding on, and attributable to, said Coordinated Certified Supplier.

- 7.5 Designation of a Scheduling Coordinator.** To designate a Scheduling Coordinator, a Certified Supplier must provide FirstEnergy with a completed Scheduling Coordinator Designation Form, which is a part of this Tariff, fully executed by both the Certified Supplier and the Scheduling Coordinator. The Scheduling Coordinator Designation Form is not intended to supplement or replace any agency contract between a Certified Supplier and a Scheduling Coordinator.
- 7.6 Change in or Termination of Scheduling Coordinator.** To change Scheduling Coordinators, or cease using a Scheduling Coordinator, a Certified Supplier shall notify the Company in writing and said notice shall specify the effective month of the change or termination. The effective day of the change or termination shall be the first day of the calendar month after the date of the notification letter unless notification is received by the Company less than ten business days before the first day of that month, in which case the effective day of the change shall be the first day of the subsequent month. In the event a Certified Supplier ceases using a Scheduling Coordinator, a Certified Supplier shall immediately resume the direct performance of all Certified Supplier obligations under this Tariff.
- 7.7 Scheduling and Reconciliation through a Scheduling Coordinator.** Coordinated Certified Suppliers cannot, on an individual basis, submit Schedules or propose scheduling changes to FirstEnergy. Rather, the Scheduling Coordinator is responsible for submitting all Schedules and changes thereto on behalf of itself as well as its Coordinated Certified Suppliers. The Scheduling Coordinator shall submit separate Schedules on behalf of itself as well as its Coordinated Suppliers. The Scheduling Coordinator shall be the sole point of contact with the FE-SCC in regard to all scheduling activities, and to the FirstEnergy Competitive Retail Electric Service Certified Supplier Contracts Administrator for all reconciliation activities.
- 7.8 Primary Obligations of a Coordinated Supplier.** Notwithstanding their designations of Scheduling Coordinators, each and every Certified Supplier remains primarily responsible for fully satisfying the requirements of this Supplier Tariff.
- 7.9 Multiple Scheduling Coordinators.** A Certified Supplier is prohibited from contracting with multiple Scheduling Coordinators for service under this Supplier Tariff.

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8. ENERGY IMBALANCE SERVICE

8.1 General Description. The Energy Imbalance Service accounts for mismatches between the energy delivered by a Certified Supplier's Schedule for serving its Customers and the energy that was actually used by those Customers. The energy imbalance calculation shall occur after the monthly reading of Customers' meters. The Certified Supplier agrees that Energy Imbalance Service will be provided under the rates, terms, and conditions of the FE OATT. The Certified Supplier shall enter into a Service Agreement for Network Integration Transmission Service prior to providing electric service to any Company retail customers. The Company shall be the default supplier in all instances when the Certified Supplier does not meet its Customer load and the Certified Supplier shall pay the Company for such supply.

8.2 Billing. Billing for energy imbalances shall be rendered by the Company on a monthly basis. Amounts owed to one party by the other party shall be netted against one another and an invoice or payment, as the case may be, shall be sent by the Company in the appropriate amount. Failure by the Certified Supplier to render payment to the Company by electronic funds transfer within 14 banking days from the date of the invoice shall subject the Certified Supplier to a late penalty fee of 1-1/2% per month until paid in full. The Company shall have the right, but shall not be required, to net amounts owed by the Certified Supplier for energy imbalance against amounts owed to the Certified Supplier under the combined billing option in Section 12. If the Company does not receive written notification from the Certified Supplier of an objection to a transaction statement within fourteen (14) calendar days from the rendering thereof, said transaction statement shall be deemed conclusive and binding on the Certified Supplier.

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

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

8.3.2 Hourly Metered Customers. Data from hourly metered Customers will be collected by the Company on a monthly basis. To reconcile energy mismatches on

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an hourly basis, the Company will use the actual time interval data. The actual hourly metered energy consumption will be used at generation level for the inclusion of losses.

8.4 Monthly Energy Imbalance Service. On a calendar month basis, monthly metered Customers' actual usage and hourly metered Customers' actual usage shall be aggregated by the Company to arrive at the total hourly aggregated load for each Certified Supplier. The Monthly Energy Imbalance will be calculated for each individual Certified Supplier, netting of Certified Suppliers' Imbalances on an aggregated basis is prohibited, i.e. multiple Certified Suppliers may not aggregate load for energy imbalance purposes.

8.4.1 Energy Imbalance Calculation. The total hourly aggregated load shall be used at generation level for the inclusion of losses. The hourly energy imbalance quantity shall be calculated by subtracting the Certified Supplier's hourly energy schedule submitted to the FE-SCC, including the effect of any confirmed changes to the energy schedule entered before FE-SCC deadlines from the Certified Supplier's total hourly aggregated load.

8.4.1.1 Deviation Band. A deviation band of ± 1.5 percent (with a minimum of 2 MW) of the scheduled transaction shall be established to be applied hourly to any energy imbalance that occurs as a result of a Certified Supplier's scheduled transaction(s). Energy imbalances will be subject to the charges in Section 8.5.

8.4.2 Allocation Adjustment. The Company will compare the aggregate of the Certified Supplier and Company loads to the FE System Control Area loads for the Ohio jurisdiction for each respective hour. Any differences will be allocated to the Certified Supplier and Company based on a ratio of each load to the total metered load of the Certified Suppliers and the Company on an hourly basis. The rate for allocation adjustment is 100% of FirstEnergy's out-of-pocket costs.

8.5 Rates for Energy Imbalances. The rates for energy imbalances shall be those specified in the FE OATT and the Service Agreement for Network Integration Transmission Service or successor agreement between the Company and the Certified Supplier.

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9. BACK-UP GENERATION

- 9.1 Back-Up Generation.** Where the Certified Supplier, or its designated Scheduling Coordinator, fails to deliver the energy scheduled under Section 7 of this Tariff, the Company shall be the default supplier of energy under the FE Market-Based Rate Tariff. The Certified Supplier, or its designated Scheduling Coordinator, shall be responsible for notifying the FE-SCC of any failure to deliver scheduled energy. The Certified Supplier agrees to pay the Company for this back-up power at a mutually agreed rate, but not less than the Company's out-of-pocket costs plus 10% or \$100 per MWH, whichever is greater, pursuant to the FE Market-Based Rate Tariff. The Certified Supplier shall enter into a Service Agreement under the FE Market-Based Rate Tariff prior to providing electric service to any Company retail customers.
- 9.2 Billing.** Each month, the Company will prepare and render to the Certified Supplier, or its designated Scheduling Coordinator for reconciliation service, a billing statement and invoice for services. All energy transactions will be accounted for on the basis of scheduled hourly quantities. The accounting period for transactions shall be one month. Payment method and payment date shall be as described in FE Market-Based Rate Tariff currently on file with the FERC.

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10. METERING

10.1 Meter Installations. The Company may use its installed metering installation for each customer with a billing demand of less than 100 kW for each of the twelve months prior to the customers selecting a Certified Supplier. All customers with a billing demand equal to or greater than 100 kW in any of the 12 months prior to selecting a Certified Supplier and all Customers whose expected load pattern does not match one of the Company's standard load profiles; must have Company owned and installed Hourly or Sub-Hourly Metering Equipment in order to purchase Competitive Retail Electric Service. Upon written request the Company will acquire, install, maintain and read Hourly or Sub-Hourly Metering Equipment as approved by the Company from time to time. The Company will provide a list of available Hourly or Sub-Hourly Metering Equipment upon request. Any changes in the Customer's meter necessary to accommodate a Certified Supplier's systems, price schedules, telemetry or other requirements must be compatible with and meet the Company's specifications for metering and any applicable regulations. If the Customer has requested the Company to install Hourly or Sub-Hourly Metering, and such Hourly or Sub-Hourly Metering Equipment cannot be installed in a timely manner, the Company will permit the Customer to purchase Competitive Retail Service temporarily using existing metering until such Hourly metering is installed.

10.2 Meter Cost Responsibility. The Certified Supplier shall pay the Company (unless the Customer has made arrangements to pay) the cost including the cost to acquire and install qualified advanced metering and meter-related devices as described in Section 10.1, above. Installation and maintenance of such metering will be the responsibility of the Company, which will own all such metering. Customer shall provide adequate space for such Hourly or Sub-Hourly metering; should provide access for meter reading, meter testing, etc. Either the Customer or the Certified Supplier shall provide, at its sole cost and expense, the installation, operation and maintenance of the required compatible communication/telephone link(s) in order to transmit metered information from meters equipped for telemetry of metered data.

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

10.4 Meter Testing. The Company will test designated Company-owned meters upon the written request of the Certified Supplier. If the accuracy of a Company-owned meter is

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found to be outside Commission requirements, the costs of such test shall be borne by the Company. If a Company-owned meter is tested and found to be within Commission accuracy requirements, the costs of such test shall be borne by the Certified Supplier. Any Company-owned meter found to be outside Commission accuracy requirements or otherwise defective shall be adjusted, repaired or replaced at the sole cost or expense of the Company, unless such deviation is determined to be the fault of the Customer or the Certified Supplier. Imbalance reconciliations under Section 8 shall not be adjusted for any meter inaccuracies. If the Customer requests these meter tests then the rate charged is determined by the regulations.

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

10.6 Billing Cycles. Meters will be read and billed on a monthly basis on a predetermined meter reading schedule. The Company uses 21 billing cycles per revenue month. Each business day¹ one of the cycles will be read until all 21 cycles have been read and the month is considered complete for reporting and revenue purposes. Meter reading intervals will be performed on the Company's existing schedules and will cover approximately 30 days, but may vary between 27 to 35 days. The Company may change its meter reading schedules at its discretion. If a Certified Supplier requires or requests more consumption data than is normally provided by the monthly meter reading, the additional information will be obtained provided that appropriate metering is installed by the Company and that any incremental costs are paid by the Certified Supplier.

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

¹ "Business days" for purposes of billing cycles shall include all days in a calendar year except: Saturdays and Sundays and Company observed holidays as specified in its Standard Rules and Regulations.

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

10.8 Hourly or Sub-Hourly Meter Interrogation. If a Certified Supplier wants to interrogate a Hourly or Sub-Hourly Meter directly, via a read-only software product, this request must be in writing to the Company and a one time fee of \$65.00 will be charged in order to password protect the billing parameters of the Hourly or Sub-Hourly Meter.

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11. CONFIDENTIALITY OF INFORMATION

- 11.1 Generally.** All information made available by the Company to a Certified Supplier for its use in connection with the provisions of Coordination Services (including but not limited to Customer-specific information, and information regarding the Company computer and communication systems), remains the sole property of Company and shall not be disclosed by such Certified Supplier without the Company's prior written consent.

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12. PAYMENT AND BILLING

12.1 Customer Billing by the Company. All Certified Supplier charges to Customers, if billed by the Company, shall be billed in accordance with the Standard Rules and Regulations and individual service tariffs and the following provisions:

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

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

- (b) **Billing Files.** Where the Certified Supplier has requested the Company to act as the Certified Supplier's billing agent, the Company shall electronically transmit files of billing detail daily to the Certified Supplier. Such files shall include the Customer account number, rate codes, usage information, demand and energy charges, sales tax, and other Certified Supplier charges.
- (c) **Budget Billing.** The Company will not offer a budget billing option to Certified Suppliers electing the one bill option.
- (d) **Company Reimbursement to Certified Supplier for Customer Payments.** Where the Company acts as the billing agent for the Certified Supplier, the Company shall reimburse the Certified Supplier for all energy charges, late fees, sales taxes, and other charges collected on behalf of the Certified Supplier at least every two weeks. The Certified Supplier assumes all risks of non-payment by a Customer and the Company is obligated to remit to the Certified Supplier only the difference between (a) amounts received from Customers taking service from the Certified Supplier and (b) any amounts owed to the Company by or with respect to such Customer, consistent with the application of payment procedures set forth in Section 12.1(e) below.

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(e) **Application of Payment.** The Company will conduct all remittance processing of current customer charges. In the event that a Customer remits a partial payment of a bill, the remittance will be applied against the various amounts that may be due and owing to the Company and the Certified Supplier, in the following order: (1) Company tariffed charge arrearages, any associated interest and any unpaid fees or charges; (2) Company current tariffed charges; (3) Certified Supplier arrearages, and any associated fees or interest; (4) Certified Supplier current charges; (5) Charges for items other than electric services. Any amount remitted by a Customer in excess of the total due and owing the Company will be held in the Customer's account with the Company for distribution in the following billing cycle(s) or, at the Customer's request, will be refunded to the Customer. In the event that any Customer checks are returned dishonored by a bank, the corresponding debits will be applied in inverse order to the order set forth above for the application of remittances. The Company will correct any misapplied payments or transactions. The Company will also provide the Certified Supplier an electronic file consisting of Customer payments and any returned checks and/or Customer adjustments. The monthly billing statement and invoice rendered by the Company to the Certified Supplier, as described in Section 12.2 below, will include charges to be paid by the Certified Supplier for costs associated with this electronic funds transfer, as set forth in the Schedule of Fees and Charges.

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

(g) **No Certified Supplier Termination of Service:** The Certified Supplier will not be permitted to physically terminate electric service to a Customer for nonpayment.

12.2 Certified Supplier Payment of Obligations to the Company. A Certified Supplier shall pay all Coordination Services Charges or any other Charge it incurs hereunder in accordance with the following provisions:

12.2.1 Billing Procedure. Each month, the Company shall submit an invoice to the Certified Supplier for all Coordination Service Charges provided under this Tariff. The invoice may be transmitted to the Certified Supplier by any reasonable method requested by the Certified Supplier. A Certified Supplier shall make payment for Charges incurred on or before the due date shown on the bill. The due date shall be

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determined by the Company and shall not be less than three (3) banking days from the date of transmittal of the bill.

12.2.2 Manner of Payment. The Certified Supplier shall make payments of funds payable to the Company by wire transfer to a bank designated in Section 12.2.3. The Company may require that a Certified Supplier that is not Creditworthy tender payment by means of a certified, cashier's, teller's, or bank check, or by wire transfer, or other immediately available funds. If disputes arise regarding a Certified Supplier bill, the Certified Supplier must pay the undisputed portion of disputed bills under investigation.

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

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

12.2.5 Certified Supplier's Failure To Pay. In the event the Certified Supplier fails, for any reason other than a billing dispute as described below, to make payment to the Company on or before the due date as described above, and such failure of payment is not corrected within thirty (30) calendar days after the Company notifies the Certified Supplier to cure such failure, a breach by the Certified Supplier shall be deemed to exist. In the event of a billing dispute between the Company and the Certified Supplier, the Company will continue to provide service pursuant to the Coordination Agreement and the Tariff as long as the Certified Supplier continues to make all payments not in dispute.

12.2.5.1 Certified Supplier Offset. In the event a Certified Supplier is deemed to be delinquent under Section 12.2.5, the Company, may at its sole discretion, reduce the reimbursement to the Certified Supplier for amounts collected by the Company by the amount owed to the Company.

12.3 Billing for Supplier Obligations to Other Parties. The Company will assume no responsibility for billing between a Certified Supplier and any party other than the Company.

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

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

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

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

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

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

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13. WITHDRAWAL BY CERTIFIED SUPPLIER FROM RETAIL SERVICE

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

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

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

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

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**14. CERTIFIED SUPPLIER'S DISCONTINUANCE OF SERVICE
TO PARTICULAR CUSTOMERS**

- 14.1 Notice of Discontinuance to the Company.** A Certified Supplier shall provide electronic notice to the Company in a form specified by the Company of all intended discontinuance of service to Customers in a manner consistent with applicable Commission requirements.
- 14.2 Notice to Customers.** A Certified Supplier shall provide a minimum of 30 days advance notice to any Customer it intends to stop serving of such intended discontinuance in a manner consistent with and any applicable Commission requirements.
- 14.3 Effective Date of Discontinuance.** Any discontinuance will be effective only on a Meter Read Date and in accordance with the Certified Supplier switching rules in this Tariff and the Standard Rules and Regulations.

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15. LIABILITY

15.1 General Limitation on Liability. The Company shall have no duty or liability with respect to electric energy before it is delivered by a Certified Supplier to the Company's transmission system. After the receipt of electric energy and capacity by the Company, the Company shall have the same duty and liability for Noncompetitive Retail Electric Service to customers receiving Competitive Retail Electric Services from Certified Suppliers as to those receiving electric service from the Company.

15.2 Limitation On Liability For Service Interruptions And Variations and Force Majeure. The Company does not guarantee continuous, regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of Noncompetitive Retail Electric Service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company shall not be considered in breach of its obligations under this Tariff if failure of performance is due to an event of Force Majeure. The Company must give notice and full particulars of such event of Force Majeure to the Certified Supplier as soon as practicable after the occurrence of the event relied on. All obligations of the Company, other than the obligation to make payments then due or becoming due hereunder, shall be suspended from the inception to the end of the period of Force Majeure. Such event of Force Majeure shall, so far as practicable, be remedied with all reasonable dispatch. The term, "Force Majeure" means any causes that the Company, in the exercise of due diligence and good electric operating practice, is unable to avoid, and which is beyond the control, and without the fault or negligence, of the Company. Force Majeure includes, but is not restricted to: failure of generating, transmission or related facilities; failure of equipment, flood, earthquake; geohydrolic subsidence; tornado; storm or Act of God; fire; war; civil disturbance or disobedience; strike, lockout, slowdown or any other labor dispute; labor or material shortage; sabotage; action or restraint by court or regulatory order or public or governmental authority or reliability council; or inability to obtain the necessary licenses, permits, or government approvals. Nothing contained herein shall be construed to require the Company to settle any strike, lockout, or labor dispute.

15.3 Additional Limitations On Liability In Connection With Direct Access. Except as provided in this Tariff, the Company shall have no duty or liability to a Certified Supplier providing Competitive Retail Electric Services arising out of or related to a contract or other relationship between a Certified Supplier and a Customer of the Certified Supplier.

Filed pursuant to Order dated _____ in Case No. 99-1212-EL-ETP before

The Public Utilities Commission of Ohio

Issued by H. Peter Burg, President

Effective: January 1, 2001

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

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16. VIOLATION OF COORDINATION OBLIGATIONS

16.1 Events of Breach. An Event of Breach described in this Section 16.1, shall include, but is not limited to, the following:

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

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

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

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17. TERMINATION OF COORDINATION AGREEMENT

17.1 Termination. A Coordination Agreement will or may be terminated as follows:

- (a) **Withdrawal of the Certified Supplier from Retail Service.** In the event the Certified Supplier ceases to participate in or otherwise withdraws the provision of Competitive Retail Electric Services to Customers in the Company's Service Territory, the Coordination Agreement between the Certified Supplier and the Company shall terminate thirty (30) days following the date on which the Certified Supplier has no more active Customers.
- (b) **The Company's Termination Rights Upon an Event of Violation by Certified Supplier.** In the event of a Breach by the Certified Supplier, the Company may terminate the Coordination Agreement between the Certified Supplier and the Company by providing written notice to the Certified Supplier in Breach, without prejudice to any remedies at law or in equity available to the party not in Breach by reason of the Breach.

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

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

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18. MISCELLANEOUS

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

18.2 No Prejudice of Rights. The failure by either the Company or the Certified Supplier to enforce any of the terms of this Tariff or Coordination Agreement shall not be deemed a waiver of the right of either to do so.

18.3 Assignment.

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

18.3.2 Any assignment occurring in accordance with Section 18.3.1 hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the parties to the Coordination Agreement.

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

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

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TECHNICAL SUPPORT AND ASSISTANCE CHARGE

AVAILABILITY/APPLICABILITY

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

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

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

TABLE OF CHARGES

Per hour

\$ 53 / hr

CONDITIONS

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

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

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SCHEDULE OF FEES AND CHARGES

A. Schedule of Fees to be Charged to Certified Supplier

1. **Hourly or Sub-Hourly Meter Reading:** For Hourly or Sub-Hourly meter reading information in excess of that provided elsewhere in this Tariff, retrieving and processing data from Hourly or Sub-Hourly Meters - \$14.50 per Meter per read, per month.
2. **Certified Supplier Selection:** \$5.00 per Customer processing fee will be charged to the Certified Supplier for each customer selecting or switching to the Certified Supplier.
3. **Unscheduled Meter Read:** \$25.00 per meter read.
4. **Historical Customer Usage Data:** The Company requires Customer authorization for providing historical customer usage data over and above data normally provided for billing purposes. For historical customer usage data in excess of what is provided elsewhere in this Tariff the charges will be: Up to Twelve (12) months of monthly kW and/or kWh data - \$5.00 per account per request. One (1) month of Hourly Load Data (where available) - \$37.50 per account per request. Twelve (12) months of Hourly Load Data (where available) - \$150 per account per request.

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

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COORDINATION AGREEMENT

- 1.0 This Coordination Agreement ("Agreement"), dated as of _____
_____ is entered into, by and between OHIO EDISON COMPANY
(the "Company") and _____
_____ (Certified Electric Generation
Supplier or "Certified Supplier").
- 2.0. The Company agrees to supply, and the Certified Supplier agrees to have the Company
supply, all "Coordination Services" specified in the Supplier Tariff ("Tariff"). Both
Parties agree that such services are necessary to coordinate the delivery of Competitive
Retail Electric Services to Customers located within the Company's service territory.
- 3.0 Representations and Warranties.
- (a) The Certified Supplier hereby represents, warrants and covenants as follows:
- (i) The Certified Supplier is in compliance, and will continue to comply, with all
obligations, rules and regulations, as established and interpreted by the
FirstEnergy System Control Center ("FE-SCC"), that are applicable to the
Certified Supplier's serving Customers located in the FirstEnergy Control
Area; and
- (ii) The Certified Supplier is certified by the Commission to provide Competitive
Retail Electric Service to Customers in Ohio and has and will continue to
satisfy all other Commission requirements applicable to Certified Suppliers.
- (b) The Company and the Certified Supplier, individually referred to hereafter as the
"Party," each represents, warrants and covenants as follows:

Filed pursuant to Order dated _____ in Case No. 99-1212-EL-ETP before
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- (i) Each Party's performance of its obligations hereunder has been duly authorized by all necessary action on the part of the Party and does not and will not conflict with or result in a breach of the Party's charter documents or bylaws or any indenture, mortgage, other agreement or instrument, or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which the Party is a party or by which the Party or any of its properties is bound or subject.
- (ii) This Agreement is a valid and binding obligation of the Party, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect that affect creditors' rights generally or by general principles of equity.
- 4.0 The Certified Supplier shall provide notice to the Company via facsimile, with a copy delivered pursuant to overnight mail, at such time that the Certified Supplier learns that any of the representations, warranties, or covenants in Section 3.0 of this Agreement have been violated.
- 5.0 As consideration for Coordination Services provided by the Company, the Certified Supplier shall pay the Company those Coordination Services Charges billed to the Certified Supplier in accordance with the terms and conditions of the Supplier Tariff.
- 6.0 Coordination Services between the Company and the Certified Supplier will commence on _____.
- 7.0 Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party as indicated below.

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To Ohio Edison Company:

Competitive Energy Supplier Contracts Administrator
Ohio Edison Company
76 South Main Street
Akron, Ohio 44308

To the Certified Supplier:

Telephone: _____

Facsimile: _____

- 8.0 If at any time during the term of the Tariff or this Agreement, FERC, the Commission or a court of competent jurisdiction issues an order under which a party hereto believes that its rights and/or interests under the Coordination Agreement are materially affected, the party so affected shall within thirty (30) days of said final order provide the other party with notice setting forth in reasonable detail how said order has materially affected its rights and/or interests in the Coordination Agreement. Within thirty (30) days from the receiving party's receipt of said notice the parties agree to attempt through good faith negotiations to resolve the issue. If the parties are unable to resolve the issue within thirty (30) days from the commencement of negotiations, either

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party may at the close of said thirty (30) day period terminate the Agreement, subject to any applicable regulatory requirements, following an additional thirty (30) days prior written notice to the other party without any liability or responsibility whatsoever, except for obligations arising prior to the date of service termination.

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

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

OHIO EDISON COMPANY

By: _____
Signature

Print or Type Name

Title

Date

CERTIFIED SUPPLIER COMPANY NAME

By: _____
Signature

Print or Type Name

Title

Date

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Scheduling Coordinator Designation Form

- 1.0 This Scheduling Coordinator Designation Form, dated _____, is being submitted to FirstEnergy ("FE") by the following Certified Supplier:

- 2.0 By submitting this form, the Certified Supplier hereby notifies FE that it has appointed the following entity to act as its Scheduling Coordinator, effective the first day of _____, in accordance with Section 7 of the Supplier Tariff:

Scheduling Coordinator Name
- 3.0 The Certified Supplier further notifies the Company that it is designating the Certified Supplier identified in the preceding paragraph as its Scheduling Coordinator for the following specific purpose(s) (please check and/or fill in):
- _____ Load Forecasting
 - _____ Assessing Import Capability
 - _____ Scheduling Energy Delivery
 - _____ Assumption of Reconciliation Rights and Responsibilities
- 4.0 FE may use the Scheduling Coordinator as the sole point of contact with the Certified Supplier in connection with FE's provision of Coordination Services to the Certified Supplier. Likewise, the Scheduling Coordinator appointed by the Certified Supplier shall be responsible for the performance of all Coordination Obligations of the Certified Supplier that are specifically delegated to said Scheduling Coordinator in this Form.
- 5.0 If the Certified Supplier delegates assumption of reconciliation rights and responsibilities to the Scheduling Coordinator, the Certified Supplier agrees that FE may bill the Scheduling Coordinator directly for all Coordination Service Charges attributable to the Certified Supplier, and that the Scheduling Coordinator will pay the Company such charges on behalf of the Certified Supplier in accordance with the terms and conditions of the Supplier Tariff.

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- 6.0 The Certified Supplier and its appointed Scheduling Coordinator shall comply with all terms and conditions of the Supplier Tariff, including those pertaining to Scheduling Coordinators and to payment and billing.
- 7.0 All inquiries, communications, or notices by the Company relating to Certified Supplier's use of the Scheduling Coordinator designated above may be directed to the following representatives of the Certified Supplier or Scheduling Coordinator:

To the Certified Supplier:

Attention: _____

Title: _____

Telephone: _____

Fax: _____

Internet e-mail: _____

Filed pursuant to Order dated _____ in Case No. 99-1212-EL-ETP before

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To the Scheduling Coordinator:

Attention: _____

Title: _____

Telephone: _____

Fax: _____

Internet e-mail: _____

8.0 The Supplier Tariff is incorporated herein by reference and made a part hereof. All capitalized terms used, but not defined, in this designation form shall have the meaning stated in the Supplier Tariff.

9.0 The Certified Supplier has executed this designation form below by its duly authorized representative as follows:

Signature: _____

Name: _____

Title: _____

Date: _____

10.0 The Certified Supplier has obtained the following Acknowledgment and Consent to this designation, which is executed below by the duly authorized representative of the Scheduling Coordinator:

Filed pursuant to Order dated _____ in Case No. 99-1212-EL-ETP before

The Public Utilities Commission of Ohio

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Acknowledgment and Consent

Intending to be legally bound thereby, the duly authorized representative of above designated Scheduling Coordinator has executed this document below to acknowledge and consent to its appointment as a Scheduling Coordinator, and to further state its agreement to abide by the terms and conditions of its designation set forth above in the Scheduling Coordinator Designation Form prepared by the Certified Supplier, including the terms and conditions of the Supplier Tariff, which is incorporated therein by reference.

Signature: _____

Name: _____

Title: _____

Date: _____

Filed pursuant to Order dated _____ in Case No. 99-1212-EL-ETP before

The Public Utilities Commission of Ohio

Issued by H. Peter Burg, President

Effective: January 1, 2001

FIRSTENERGY CORP.
OHIO EDISON COMPANY

CASE No. 99-1212-EL-ETP
CASE No. 99-1213-EL-ATA
CASE No. 99-1214-EL-AAM

DECEMBER 1999

SCHEDULES UNB-2 & UNB-2.1

OHIO EDISON COMPANY
AKRON, OHIO

**SCHEDULE OF RATES
FOR
ELECTRIC SERVICE**

Issued by
J.T. ROGERS, JR.
President
Akron, Ohio

Issued December 17, 1985

Effective December 17, 1985

Filed under the authority of Order No. 85-1805-EL-ATA issued by The Public Utilities Commission of Ohio

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LIST OF COMMUNITIES SERVED

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KEY: All caps-incorporated communities; Caps and lower case-Unincorporated communities;

* - Distribution system owned by community.

** - Distribution system owned by community, but partially served by Company.

<u>Community</u>	<u>Community</u>	<u>Community</u>
Adario	Canaan	FAIRBORN
AKRON	CANAL FULTON	FAIRLAWN
ALLIANCE	CANFIELD	Farmdale
Alta	CARDINGTON	Farmington
** AMHERST	CASTALIA	Flat Rock
Amity	CATAWBA	Florence
ANDOVER	Ceylon	Fowler
Ankenytown	Champion	Frank
ASHLAND	Charlestown	Freeburg
ASHLEY	Cherry Valley	Freedom
Atwater	CHESTERVILLE	Freedom Station
Atwater Center	CHIPPEWA-ON-THE-LAKE	
Aultman	Chuckery	*GALION
AURORA	Claiborne	Ganges
Austintown	Claridon	GARRETTSVILLE
Avery	Clarksfield	Ghent
AVON	Clarkson	Gillivan
Axtel	CLINTON	GIRARD
	Coalburg	GLENWILLOW
BARBERTON	Collins	GLORIA GLENS
Bath	Columbia Hills Corners	** GRAFTON
Bayard	* COLUMBIANA	Granger
Baybridge	Cook	GREEN CAMP
BAY VIEW	Copley	Greenford
** BEACH CITY	CORTLAND	Greensburg
Beatty	CRAIG BEACH	Greentown
Belden	CRESTLINE	Gustavus
BELLEVUE	CRESTON	Gypsum
BELOIT	Crystal Lakes	
Berlin Center	Crystal Springs	HANOVERTON
BERLIN HEIGHTS	* CUYAHOGA FALLS	Harmon
Berlinville		Harmony
Big Plain	DALTON	Hartford
Birmingham	Damascus	Hartland
Blooming Grove	DELAWARE	Hartland Station
Bloomington	Deerfield	HARTVILLE
Boardman	Diamond	Havana
Bogart	DONNELSVILLE	HAYESVILLE
BOSTON HEIGHTS	Dorset	HENRIETTA
Bowlusville	Doylestown	Hinckley
Braceville	Dublin	HIRAM
BRADY LAKE	Dungannon	Homeworth
* BREWSTER		Howland
BRIARWOOD BEACH	East Fairfield	* HUBBARD
Brighton	East Goshen	* HUDSON
Brimfield	East Greenville	HURON
Bristolville	East Liberty	
BROADVIEW HEIGHTS	EAST PALESTINE	Isle St. George
Brookfield	East Rochester	
Brownheim	East Townsend	Jerome
BRUNSWICK	Easton	JEROMESVILLE
Brunswick Hills	Edinburg	Johnston
Brush Ridge	EDISON	Johnsville
Burghill	Elkton	Justus
BUTLER	Ellsworth	
Byhalia	EYLRIA	Kensington
	ENON	KENT
CALEDONIA	Erhart	Kimball
Camden	Essex	Kinsman
CAMPBELL		Kiousville

LIST OF COMMUNITIES SERVED
(Continued)

<u>Community</u>	<u>Community</u>	<u>Community</u>
KIPTON	New Moorefield	RICHFIELD
Kirkpatrick	New Springfield	Richmond Center
	NEW WATERFORD	RICHWOOD
Lafayette	Newport	RITTMAN
Lafayette	** NEWTON FALLS	River Styx
LAGRANGE	* NILES	ROGERS
Lake Milton	North Benton	Rome
LAKEMORE	North Bloomfield	Rootstown
Lakeside	North Bristol	Rosedale
LAWRENCEVILLE	North Eaton	Ruggles Beach
Leavittsburg	NORTH FAIRFIELD	
LEETONIA	North Georgetown	Sagamore Hills
Leon	NORTH HAMPTON	St. James
Lester	North Jackson	SALEM
Lilly Chapel	North Lawrence	SANDUSKY
LIMAVILLE	North Liberty	SEBRING
LISBON	North Lima	* SEVILLE
* LODI	NORTH RIDGEVILLE	Shalersville
LONDON	NORTH ROYALTON	SHAWNEE HILLS
LORAIN	North Woodbury	SHEFFIELD
LORDSTOWN	NORTHFIELD	SHEFFIELD LAKE
LOUDONVILLE	Northridge	Shenandoah
LOWELLVILLE	NORTON	SILVER LAKE
* LUCAS	NORWALK	OLON
		Somersville
McDONALD	OAKWOOD	SOUTH AMHERST
MACEDONIA	** OBERLIN	Southington
Madison Mills	Olena	* SOUTH VIENNA
MAGNETIC SPRINGS	Olivesburg	SPRINGFIELD
Mallet Creek	Olmstead Falls	Steam Corners
Manchester	ONTARIO	Sterling
MANSFIELD	ORANGEVILLE	STEBEN
MANTUA		STOW
MARBLEHEAD	Palmyra	STREETSBORO
MARION	Paris	STRONGSVILLE
Marlboro	Parkertown	STRUTHERS
MASSILLON	Parkman	Suffield
Masury	Pavonia	Sugar Bush Knolls
Mecca	PENINSULA	Summerford
MEDINA	PERRYSVILLE	
Medway	Peru	TALLMADGE
Mesopotamia	Petersburg	Thorps
MEYERS LAKE	Pitchin	TREMONT CITY
Middle Bass Island	PLAIN CITY	TWINSBURG
Middleton	Plattsburg	
MIFFLIN	Pleasant Valley	Uniontown
** MILAN	Plumwood	Unionville
Mineral Ridge	Poe	Unity
Mitiwanga Park	POLAND	
MOGADORE	POLK	Valley City
Monnett	PORT CLINTON	VERMILION
** MONROEVILLE	Portage Lakes	Vernon
Montrose	** PROSPECT	Vienna
MOUNT GILEAD	Prout	Villa
MUNROE FALLS	PUT-IN-BAY	
		* WADSWORTH
Nankin	Radnor	WAKEMAN
NAVARRE	Randolph	WALTON HILLS
Negley	Rathbone	WARREN
Nelson	RAVENNA	Warrensburg
New Alexander	Red Fox	WASHINGTONVILLE
New Franklin	Redhaw	Waterford
New Garden	REMINDERVILLE	Watkins
NEW MIDDLETOWN	Remson Corners	Wayland

LIST OF COMMUNITIES SERVED
(Continued)

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Community
Wayne Center
* WELLINGTON
West Andover
WEST FARMINGTON
WEST JEFFERSON
West Lodi
WESTFIELD CENTER
Weymouth
White Sulphur
Williamsfield
Williamsport
WINDHAM
Winona
Wyandot

Yale
YANKEE LAKE
York Center
YOUNGSTOWN

ELECTRIC SERVICE

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STANDARD RULES AND REGULATIONS

- A. **Filing:** The Schedule of Rates and the Standard Rules and Regulations for the supply of electric service throughout the territory served by the Company are filed with The Public Utilities Commission of Ohio. Copies are available pursuant to Section 4901:1-1-01 of the Ohio Administrative Code for public inspection at each of the Company's business offices. (T)
- B. **Revisions:** The Company's Schedule of Rates and the Standard Rules and Regulations as herein contained may be terminated, amended, supplemented or otherwise changed from time to time only in accordance with law and the rules promulgated thereunder by The Public Utilities Commission of Ohio. No agent, representative or employee of the Company has any right to modify or alter any provision of the Company's Schedule of Rates or the Standard Rules and Regulations.
- C. **Applicability:** These rules and regulations, together with the provisions of the applicable rate schedule, are a part of every service contract entered into by the Company.

II. APPLICATIONS AND CONTRACTS

- A. **Service application:** An application accepted by the Company or other form of contract between the Company and the customer will be required from a customer for each class of service requested before service is supplied. This requirement shall apply to new installations, or where service is to be re-established, or a change in the class of service, or a change of customer. (T)
- B. **Acceptance of application:** When the application for service is accepted by the Company or service is supplied according to the provisions of the application, the application constitutes a service contract between the Company and the customer for the supply of electric service subject to these rules and regulations.
- C. **Service contract the entire agreement:** The service contract shall constitute the entire agreement between the customer and the Company and no promise, agreement, or representation of any agent, representative or employee of the Company shall be binding upon it unless the same shall be incorporated in the service contract.
- D. **Term of contract:** Unless otherwise provided therein a service contract shall be for a term of one year or as specified in the applicable rate schedule. (T)
- E. **Large capacity arrangements:** Customers now served who seek to increase their present capacity requirements to more than 1,000 kilovolt-amperes (kVA) and new customers who seek to purchase capacities of more than 1,000 kVA, shall negotiate agreements with the Company looking towards an equitable arrangement both as to the term of contract and other conditions requiring special consideration as such capacities may require changes in area facilities or rearrangement of facilities owned by the Company and/or the customer. These arrangements may be subject to the approval of The Public Utilities Commission of Ohio. (T)
- F. **Refusal of application:** The Company may refuse to furnish electricity on account of arrearages due it for electricity furnished to persons formerly receiving services at a premises as customers of the Company, provided the former customers are continuing to reside at such premises.

III. DEPOSITS AND GUARANTEES

- A. **Guarantee of payments:** A cash deposit or other suitable guarantee of payment of service bills as may be required by the Company as a condition to furnishing or continuing to furnish service will be permitted. Interest will be paid on cash deposits as prescribed by Section 4901:1-17 of the Ohio Administrative Code. (T)
- B. **Return of deposit:** Deposits plus accrued interest, if any, less any unpaid charges will be returned to the customer upon termination of service. The Company may at its discretion return deposits plus accrued interest, if any, at any time prior to termination of service. (T)
- C. **All provisions of Chapter 4901:1-17, Ohio Administrative Code and as it is amended from time to time, shall apply to the establishment of credit for residential electric services.** (T)

IV. CHARACTER OF SERVICE

- A. **Type:** Electric service supplied by the Company will be 60-Hz alternating current delivered at the standard voltages available adjacent to the premises where the customer is located. Before purchasing or installing electrical equipment and/or wiring the customer should secure from the Company in writing information as to the type of service available to him. (D)

- B. **Continuity:** The Company will endeavor, but does not guarantee, to furnish a continuous supply of electric energy and to maintain voltage and frequency. The Company shall not be liable for damages which the customer may sustain due to variations in service characteristics or phase reversals.

V. APPLICABILITY OF RATE SCHEDULES

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

- B. **Auxiliary service and stand-by service:** The charges contained in the Company's Schedule of Rates, unless otherwise specified, are based upon a customer's purchasing all electric energy requirements from the Company, and do not apply when the service is used for auxiliary service or stand-by service to any other source of energy. (T)

"Auxiliary service" is that service which supplements another source of supply where arrangements are made so that either one or both sources can be utilized in whole or in part.

"Stand-by service, is that service which can be used for reserve or in case of an emergency breakdown or failure of the regular source of supply.

Rate schedules are available for auxiliary service and for stand-by service.

VI. CHOICE OF RATE SCHEDULES

Where two or more alternative rate schedules are applicable to the same class of service, the Company, upon request, will assist a customer in determining the most advantageous rate schedule, provided, however, that the customer shall select the rate schedule on which the application or contract shall be based. No refund will be made representing the difference in charges under different rate schedules applicable to the same class of service. At the expiration of a contract period the customer may change to an alternative rate schedule except that a customer contracting for a specified capacity served at available primary or transmission voltage shall not be eligible to recontract for service at secondary voltage, unless a secondary voltage circuit of adequate capacity is available adjacent to the premises and the customer complies with all of the provisions of the applicable secondary rate schedule. (T)

VII. BILLING

- A. **Billing periods:** Bills for electric service will be rendered monthly or at the Company's option at other regular intervals. Bills rendered monthly shall cover a period of approximately 30 days.
- B. **Net payment:** Bills are due at date of mailing. The period of time allowed for net payment is specified in the applicable rate schedule. When the final date for net payment falls on Saturday, Sunday, a holiday or any day that Company offices are not open for business, the final date for payment in the net amount is extended to the following work day. (T)
- C. **Meter readings not to be combined:** The electricity used by the same person, firm or corporation, but delivered and metered separately or at different locations, will not be combined for billing purposes. (T)
- D. **Uniform monthly payment plan:** The Company has available for residential customers a plan providing for uniform monthly payments for electric service over specified annual periods.
- E. **Estimated Bills:** The Company attempts to read meters on a monthly basis but there are occasions when it is impractical or impossible to do so. In such instances the Company will render an estimated bill based upon past use of service. Where the customer has a load meter and the actual load reading when obtained is less than the estimated load used in billing, the account will be recalculated using the actual load reading. The recalculated amount will be compared with the amount originally bill led and the customer will be bill led the lesser of the two amounts.
- F. **Dishonored Checks:** The customer shall be charged for the additional cost incurred by the Company for processing checks that are returned by the bank. That charge shall be the amount provided for in the Company's Tariff No. 53, Miscellaneous Charges, on file with The Public Utilities Commission. This charge shall be collected at the time of payment or rendered with the customer's next monthly billing. (T)

VIII. SERVICE CONNECTIONS AND LINE EXTENSIONS

- A. **Overhead service connection:** Where overhead distribution facilities are available the Company will install suitable overhead service drop to the point of attachment as designated by the Company on the customer's premises. Where poles, wires and appurtenances are required in addition to the service drop to reach the point of attachment, see VIII D or E herein. (T)
- B. **Underground service connection:** Where underground distribution facilities are available, in commercial areas, the Company will install underground service connections from its mains to a point, as designated by the Company, located immediately inside the customer's building wall except where, because of the distance between the customer's building and the Company's mains, an equitable arrangement for prorating the cost installed of these facilities may be required. Where underground service cable and conduit are required within the building to reach a customer's service terminals, the customer will be required to pay the cost of these facilities. Underground service connection facilities paid for by the customer shall be owned by the customer and maintained at the customer's expense and, when required, replaced by the customer. Customers requiring underground service from overhead or underground residential distribution facilities shall at their own expense install and maintain the underground facilities in accordance with the Company's specifications from the meter location on the customer's premises to the Company's distribution wires to which connections are to be made by the Company. The customer shall own such underground facilities and replace such facilities when required.
- C. **Change in service-connection facilities:** Should any change in the service-connection facilities be made necessary due to the erection of, remodeling of or change in any building on the premises of the customer, or due to any city ordinance or any other cause beyond the Company's control, the entire cost of the change in the service-connection facilities shall be borne by the customer. (T)
- D. **Line Extensions:** When the estimated revenue is insufficient to justify the investment required to furnish electric service to an applicant or when rear lot line construction is required or requested, the Company reserves the right to require the applicant to deposit with the Company all or any portion of the construction cost. Such extensions shall be constructed in accordance with the Company's established terms and conditions covering line extensions (Sheet No. 5, Line Extension Plan). (C)
- E. **Line extensions on private property:** Applicants requiring line extensions to be constructed on private property shall in all cases provide, without cost to the Company, an easement for right-of-way and tree trimming in form acceptable to the Company before construction is started. If the line extension is constructed by the applicant, it shall conform to the Company's standards of construction before connection is made by the Company to its distribution system. All line extensions shall be the property of and operated and maintained by the Company. The Company shall have the right to use such line extension in furnishing electric service to any applicant located adjacent to such line extension and the further right to construct other extensions from the distribution facilities so constructed. (T)
All poles, wires and appurtenances on the customer's side from the point of attachment shall be constructed, owned and maintained by the customer.
- F. **Temporary facilities:** When electric service is required temporarily for any purpose, the applicant shall deposit with the Company the total estimated cost of construction, plus the total estimated cost of removal, minus the estimated salvage value of all equipment and materials. The amount of the deposit shall be adjusted by a refund or an additional payment when the cost of construction and removal, less the salvage value, is determined. No interest will be paid on deposits covering the cost of constructing facilities for temporary electric service. (T)

IX. USE OF SERVICE

- A. **Increased loads:** The Company should be advised of additions to the customer's installation so that the Company may provide facilities ample to maintain adequate service.
- B. **Resale:** The Company will not sell electric service to others (electric utilities excluded) for resale or for submetering energy furnished to tenants.
- C. **Parallel operation:** The Company will not furnish service in parallel with a customer's generating facilities when, in the opinion of the Company, such parallel operation may create a hazard, disturb, impair or interfere with the Company's service to other customers. The Company may agree to parallel operation when the customer has adequate protective and regulating equipment and has sufficient trained personnel to perform the necessary operations, and further, the Company may require the customer to provide direct telephone connection with the offices of the Company's load dispatcher. (T)

- D. **Low power factor:** The Company shall not be obligated to furnish service for gaseous tube lighting, air conditioning equipment, or other types of electrical equipment having a power factor lower than that of presently available good-quality, high-power factor equipment. If power factor corrective equipment is necessary, it, together with required switching equipment, shall be provided and maintained by the customer at his expense.
- E. **Unbalanced loads:** The customer shall not use three phase electric service in such a manner as to impose an unreasonable unbalance between phases.
- F. **Interference:** The Company reserves the right to discontinue service to any customer when the service is used in any manner so as to disturb or impair the operation of the Company's system or to interfere with the service to other customers. When such interference does occur due to the use of apparatus installed upon a customer's premises, such customer must provide necessary equipment as may be required to alleviate such conditions or the Company shall have the right to discontinue its service.

X. METERS, TRANSFORMERS AND SPECIAL FACILITIES

- A. **Installation:** The Company will furnish and maintain one meter or one unified set of meters and metering equipment for each service contract. Service will normally be metered at the Company's supply voltage. The customer shall provide, free of expense to the Company and close to the point of service entrance, suitable space for the installation of meters, transformers and other equipment. In cases where service is metered at primary voltage, transformers, when furnished by the Company, shall be located adjacent to the terminus of the Company's supply facilities. Additional or special transformers required by the customer for his convenience shall be furnished and maintained by the customer at his expense.

When a transformer vault is necessary, said vault shall be furnished and maintained by the customer at his expense in accordance with the Company's standards. (T)
- B. **Equipment ownership:** All equipment furnished by the Company shall remain its exclusive property and the Company shall have the right to remove the same after termination of service for any reason whatsoever.
- C. **Meter testing:** The Company tests its meters at intervals for mutual protection of the customer and the Company. In addition, the Company will test any meter whenever there is reasonable cause to believe that it may be inaccurate. Meters registering energy within two percent (2%) fast or slow shall be considered correct. Thermal or integrating type meters registering loads within four percent (4%) high or low shall be considered correct.

In addition, the Company will test a meter at the request of the customer. The charge for such a test shall be the amount provided for in the Company's Tariff No. 6, Miscellaneous Charges. The charge shall be paid by the customer after the first testing is performed. If as a result of the test the meter is found to be registering incorrectly as defined above, no payment will be required of the customer. (T)
- D. **Meter failure:** Whenever a meter fails to register the correct amount of energy the customer shall pay, for the service furnished, an estimated amount based either upon the results of a test, or upon the use during a similar period, or upon both of these methods.
- E. **Customer responsibility:** The customer shall permit only authorized agents of the Company, or persons otherwise lawfully authorized, to inspect, test or remove Company equipment located on the customer's premises. If this equipment is damaged or destroyed due to the negligence of the customer, the cost of repairs or replacement shall be paid by the customer.
- F. **Special facilities:** Any special services, facilities, or instrumentalities which may be rendered or furnished by the Company for a customer at his request or at the direction of any governmental authority, and not provided for in the Company's rate schedules and not ordinarily necessary or directly involved in the furnishing of electric service, shall be paid for by the customer for whom such services, facilities, or instrumentalities are furnished, and such costs shall be in addition to the charges for electric service provided for in the applicable rate schedule. Subject to the approval of the Company, such special services, facilities, or instrumentalities may be supplied and maintained by the customer at his expense.
- G. **Access to premises:** The Company's authorized agents shall have access to the customer's premises at all reasonable hours for the purpose of reading, inspecting, testing, repairing or removing its meters or other property and for the purpose of inspecting the customer's electrical installation.

XI. CUSTOMER'S WIRING AND EQUIPMENT

- A. Installation: The customer shall supply all wiring on the customer's side from the point of attachment as designated by the Company. All customer's wiring and electrical equipment should be installed so as to not only provide for immediate needs but for reasonable future requirements and shall be installed and maintained by the customer to at least meet the provisions of the National Electrical Code, the regulations of the governmental authorities having jurisdiction and the reasonable requirements of the Company. All new installations shall be inspected and approved by an electrical inspector of recognized standing before the Company connects its service. Changes in wiring on the customer's premises shall also be inspected and approved by such an electrical inspector. (T)
- B. Company responsibility: The Company shall not be held responsible for any injury or damage which may result from defects in customer's wiring or the use of electrical appliances or equipment on the customer's premises. (T)

XII. COLLECTION OF PAST DUE BILLS AND DISCONNECTION OF SERVICE

- A. Procedures: The collection of past due bills and disconnection of service will comply with the provisions of Chapter 4901:1-18, Ohio Administrative Code, entitled "Rules, Regulations and Practices Governing the Disconnection of Gas, Natural Gas, or Electric Service to Residential Customers" and as it may be amended from time to time. The most recent amended Rule is made a part of this Tariff and is included in its entirety in Tariff No. 6.1, Connection and Disconnection of Service. (T)
- The Company may terminate service to accounts other than residential customers for the following reasons:
- (a) For any violation of or refusal to comply with the contract and/or the general service rules and regulations on file with the commission which apply to the consumer's service;
 - (b) In the event the consumer uses electricity in a manner detrimental to the service to other customers;
 - (c) When providing service is in conflict or incompatible with any order of the commission, laws of the state of Ohio or any political subdivision thereof, or of the federal government or any of its agencies;
 - (d) When the consumer has moved from the premises;
 - (e) When supplying electricity to any consumer creates a dangerous condition on the consumer's premises or where, because of conditions beyond the consumer's premises, termination of the supply of electricity is reasonably necessary. Service will not be restored until such dangerous condition or conditions have been corrected;
 - (f) In the event the consumer or customer resorts to any fraudulent practice in the obtaining of electricity supplied, or is the beneficiary of any such fraudulent practice, or the company's meter, metering equipment, or other property used to supply the service has been damaged by the consumer or customer, his servants or agents. Service will not be restored until the consumer or customer has given satisfactory assurance that such fraudulent or damaging practice will be discontinued, and has paid to the company an amount estimated by the company to be reasonable compensation for service fraudulently obtained and not paid for and for any damage to property of the company including any cost to repair the damage;
 - (g) For repairs, provided that notice to consumers will be given prior to scheduled maintenance interruptions in excess of six hours;
 - (h) Upon the request of the customer;
 - (i) For nonpayment including nonpayment of security deposits applied to delinquent bills as a condition for continued service, and
 - (j) The Company may discontinue service and remove its equipment from the customer's premises upon reasonable notice in the event a writ of execution is issued against the customer, the premises are levied upon or the customer commits an act of bankruptcy.

- B. Disconnection: ~~Those Company employees~~ actually performing the disconnect at the meter shall be authorized to accept payment in lieu of disconnection. In the event that the Company employee is unable to gain access or is denied access to the meter and it becomes necessary to order service wires disconnected at the pole, the employee disconnecting such service wires will not be authorized to accept payment in lieu of disconnection. (T)

If payment is made to a Company employee whose original purpose was to disconnect the service, then a charge, in the amount provided for in the Company's current Tariff No. 6, Miscellaneous Charges, on file with The Public Utilities Commission, shall be collected from the customer or assessed on the customer's next billing. Service which otherwise would have been discontinued shall remain intact. (T)

- C. Reconnection: When service has been discontinued pursuant to any of the foregoing rules and regulations, the customer shall pay a charge for reconnection in the amount provided for in the Company's current Tariff No. 6, Miscellaneous Charges, before service is re-established.

If service is discontinued and the customer wishes to guarantee the reinstatement of service the same day on which payment is rendered, the following conditions must be met: (T)

- a. The customer must make payment for the service that was previously disconnected in the Company's business office, or provide proof of payment, pay a reconnection charge in the amount provided for in the Company's Tariff No. 6, Miscellaneous Charges, on file with The Public Utilities Commission, and notify the Company no later than 12:30 p.m. that reinstatement of service is requested the same day. (T)
- b. The customer must sign an agreement to pay the additional Company incurred cost for reinstatement of service, if such reinstatement occurs after normal utility business hours. That charge shall be the amount provided for in the Company's Tariff No. 6, Miscellaneous Charges, on file with The Public Utilities Commission. This charge shall be collected at the time of payment or rendered with the customer's next monthly billing. (T)

XIII. EMERGENCY ELECTRICAL PROCEDURES

(A) General

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

The systems of the Company and its wholly owned subsidiary, a Pennsylvania electric utility, are fully integrated and operated as a single electric system to the mutual advantage of the companies and their customers. Each company endeavors to operate and maintain its electric facilities in accordance with accepted utility practices and to maintain sufficient supplies of fuel for the normal operation of its generating facilities. Because of the method of operating the companies' systems, an emergency arising on the system of either company may effect the system of the other. Should this occur, either company may from time to time be providing assistance to the other in order to continue to operate most effectively as a single electric system. It is recognized, however, that any action taken by the Company's subsidiary in case of emergency is subject solely to the jurisdiction of the Pennsylvania Public Utility Commission.

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

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

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

- (2) Procedures related to long-term capacity or fuel shortages shall, insofar as the situation permits, give special consideration to "priority uses of electricity", which shall mean the amount of electrical energy necessary for protection of the public's health and safety and to prevent unnecessary or avoidable damage to buildings and facilities, for the customers identified in Section (A)(1) and at:
- (a) Residences (homes, apartments, nursing homes, institutions and facilities for permanent residents or transients);
 - (b) Electric power generating facilities, telephone central office and central heating plants serving the public;
 - (c) Local, intrastate and interstate transportation facilities;
 - (d) Production and refining or processing facilities for fuels;
 - (a) Pipeline transmission and distribution facilities for fuels;
 - (f) Production, processing, distribution and storage facilities for dairy products, meat, fish, poultry, eggs, produce, bread, livestock and poultry feed;
 - (g) Buildings and facilities limited to uses protecting the physical plant and structure, appurtenances, product inventories, raw materials, livestock, and other personal or real property; and
 - (h) Other similar uses as may be determined by the Commission.

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

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

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

(B) Short-Term Capacity Shortages:

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

(1) Sudden or Unanticipated Short-Term Capacity Shortages.

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

(Continued)

- (a) Automatic load shedding will take place if the decline in frequency is of the magnitude such as to jeopardize the entire affected area. Ten percent of the load in the affected area will be shed automatically at a frequency of 59.3 hertz followed by an additional 15 percent at a frequency of 58.9 hertz. In the event such action does not restore the frequency to a proper level, manual load shedding will be employed. Service so interrupted shall be of selected distribution circuits and lines serving customers throughout the affected area. Such interruptions shall be, where practical, for short periods of time. When the frequency in the affected area recovers to 59.0 hertz or above any action necessary will be taken in the affected area to permit resynchronization to the main network. Such action may include additional manual load shedding.
- (b) Such automatic and manual load shedding and restoration will be as set forth in ECAR Document No. 3, dated October 31, 1968 as amended.

(2) Anticipated or predictable Short Term Capacity Shortages.

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

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

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

(C) Long Term Capacity or Fuel Shortages:

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

(Continued)

(1) Long Term Capacity Shortages.

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

- (a) Curtail, during hours of maximum system demand, non-priority electric use on premises controlled by the Company including parking, large area and interior lighting, except lighting required for security and safety.
- (b) Initiate voluntary load reduction by all customers during the hours of maximum system demand as specified by the Company by:
 - (i) Direct contact of customers with an electric demand of 500 kW or higher requesting them to implement their voluntary electric load reduction plans.
 - (ii) Requesting, through mass communication media, voluntary curtailment of electric use by all other customers by suggesting actions to be taken such as: lowering thermostat settings for electric heating in the winter; discontinuing the use of air conditioning in the summer; shutting off electric water heaters; discontinuing use of dishwashers, outside lights, electric clothes dryers and entertainment appliances; reducing the use of interior lighting; reducing the use of refrigeration; discontinuing sign lighting and decorative lighting; reducing the use of elevators and poker ventilation equipment; and rescheduling hours of operation for stores and factories.
- (c) Implement procedures for interruption of selected distribution circuits during the period of maximum system demand on a rotational basis minimizing interruption to facilities which are essential to the public health and safety. The length of an interruption of any selected circuit should not exceed two hours, and the total interruption should not exceed four hours in any 24 hour period without prior notification to the Commission.
- (d) Notify customers with an electric demand of 500 kW or higher to curtail non-priority use of electricity during hours of maximum system demand as specified by the Company to levels not less than 70 percent of the customer's "monthly base period demand." The Company will establish an adjusted curtailment level when the customer can document that their priority use of electricity exceeds the curtailment level as specified. The Company will notify the Commission prior to such notification of customers.

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

- (i) The "monthly base period demand" of a customer was abnormal due to such things as strikes or breakdown of major equipment, upon application by the customer and agreement by the Company, "monthly base period demand" for such customer shall be adjusted to reflect the abnormality.
- (ii) A customer has experienced a major change in load or in load use pattern between the same month of the preceding year and the month of notification of curtailment, the "monthly base period demand" shall be multiplied by an adjustment factor equal to the sum of the billing demands of the three consecutive months prior to the month of notification of curtailment divided by the sum of the billing demands of the corresponding months in the prior 12 month period. If the load change occurred within the three monthly billing periods prior to the notification, only the months which include the changed load condition and the corresponding months of the previous year shall be used to calculate the adjustment factor.

(Continued)

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

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

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

(2) Long Term Fuel Shortages.

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

- (a) If fuel supplies are decreasing and the remaining fuel supplies at any plant or portion thereof, if separate stockpiles are required, are sufficient in the Company's opinion for 50 "normal burn days" (number of days of coal supply available to serve the portion of the sum of the estimated normal load plus firm sales which will not be provided by firm purchases or by its non-coal generating sources) calculated on a plant by plant basis, the following action shall be taken:
 - (i) The Company shall notify the Commission of the fuel supply situation.
 - (ii) Following written notification to the Commission, the Company will vary from economic dispatch the plants or portions thereof affected in order to utilize generation from plants having a more adequate fuel supply.
- (b) If fuel supplies are decreasing and the remaining system fuel supplies are sufficient in the Company's opinion for 50 "normal burn days", the following action shall be taken:
 - (i) The Company shall notify the Commission of the fuel supply situation.
 - (ii) Company use of electric energy will be reduced in any way that will not jeopardize essential operations.
 - (iii) Following written notification to the Commission, the Company will vary from economic dispatch in order to utilize generation from plants having a more adequate fuel supply.
 - (iv) Consideration will be given to discontinuing emergency sales to other utilities, except in those situations where the dropping of regular customers or where serious overloads on equipment will result.
- (c) If fuel supplies continue to decrease and the remaining system fuel supplies are sufficient in the Company's opinion for not more than 40 "normal burn days," appeals will be made to all customers for voluntary conservation to effect a reduction of at least 25 percent of all non-priority use of electricity.
 - (i) Public appeals will be made by the Company through appropriate news media requesting customers to curtail their use of electric energy by suggesting actions to be taken such as: reduce outdoor lighting; reduce general interior lighting to minimum levels to the extent this contributes to decreased electricity usage; reduce show window and display lighting to minimum levels to protect property; reduce the number of elevators operating in office buildings during non-peak hours; reduce electric water heating temperature to minimum level; minimize work schedules for building cleaning and maintenance, restocking, etc., so as to eliminate necessity for office or commercial and industrial facilities to be open beyond normal working hours; maintain building temperature of no less than 78°F by operation of cooling equipment and no more than 68°F by operation of heating equipment, and encourage, to the extent possible, daytime scheduling of entertainment and recreation facilities.

(Continued)

- (ii) Direct appeals will be made by the Company to industrial and commercial customers with an electric demand of 500 kW or higher to reduce non-priority use of electricity by at least 25 percent.
- (d) If fuel supplies continue to decrease and the remaining system fuel supplies are sufficient in the Company's opinion for not more than 30 "normal burn days," the Company shall implement mandatory curtailment procedures for all customer as follows:
 - (i) All previous measures to reduce electric usage, and
 - (ii) All non-priority lighting shall be discontinued, all public, commercial and industrial buildings shall maintain a building temperature of no less than 80°F by cooling equipment and no more than 60°F by the operation of heating equipment, except where health-measures or equipment protection deem such measures to be inappropriate and all public, commercial and industrial buildings shall reduce interior lighting to the minimum levels essential for continued work and operations to the extent this contributes to decreased use of electric energy.

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

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

All previous measures to reduce electric usage, and

- (i) All customers shall discontinue non-priority use of electricity on two days of each week. (The Company shall inform customers of the days that non-priority uses shall be discontinued), or
- (ii) Customers may, in the alternative, elect to reduce total electric consumption by 25 percent below normal usage but must keep records sufficient to document their reduction. Upon prior arrangement and mutual agreement with the Company, customers may effect their electric energy usage reduction on a corporate basis.
- (f) If fuel supplies continue to decrease and the remaining system fuel supplies are sufficient in the Company's opinion for not more than 20 "normal burn days," the Company shall implement further mandatory curtailment of electric usage as follows:

All previous measures to reduce electric usage, and

- (i) All customers shall discontinue non-priority use of electricity on three days of each week (the Company shall inform customers of the days that non-priority uses shall be discontinued), or
- (ii) Customers may, in the alternative, elect to reduce total electric consumption by 50 percent below normal usage, but must keep records sufficient to document their reduction. Upon prior arrangement and mutual agreement with the Company, customers may effect their electric energy usage reduction on a corporate basis.

(Continued)

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

(3) Customers who do not curtail service during long term capacity shortages within 30 days after notification by the Company pursuant to (C)(1)(d), or do not promptly curtail service during long-term fuel shortages when notified by the Company pursuant to (C)(2)(d, e, f, and g), may, following notification to the Commission, be wholly disconnected from service until the emergency is past.

(D) Short Term Capacity Shortages in Neighboring Control Areas:

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

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

(E) Emergency Procedures for Municipal Wholesale Customers:

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

Line Extension Plan
(4901:1-9-07 Ohio Administrative Code)

(D)

1. Availability of Service.

This plan is applicable to overhead distribution to serve new residential and general service customers. Electric energy shall be made available to such customers adjacent to distribution lines guarantee of revenue as herein provided. The Company may, in particular cases, be relieved by the Commission from the duty of tapping lines.

2. Definitions.

The "Company" shall be taken to mean the Ohio Edison Company.

"Customer" shall be taken to mean any applicant within a permanent dwelling for electric service from a line extension, exclusive of industrial or manufacturing plants, who shall have contracted with the Company to take and pay for the same for a definite period of time, under rates filed by the Company and approved by the Commission.

"Line Extension" shall be taken to mean the provision of such facilities (poles, fixtures, wires and appurtenances) as are necessary for delivering electrical energy for general use along public highways or the Company's rights-of-way to one or more customers so located that they cannot be adequately supplied from a secondary system of the Company's existing distribution system.

"Point of Origin" shall be taken to mean the point where a line extension made under this plan connects with and receives energy from any existing transmission or distribution line. Said point shall be the nearest practical point to the customers to be served by said extension.

"Construction Cost" shall be taken to mean the cost of constructing any line extension, and shall include all costs of labor and materials directly chargeable to and necessary to construct the line extension, and all transformers, meters, services, rights-of-way, tree trimming rights, highway permits, actually paid for by the Company and all other elements of actual cost properly chargeable to or against the line extension. The Company may, for the purpose of standardization, establish standard construction costs which shall not exceed, in any event, the average cost of constructing such lines in the territory involved, in which case the term "Construction Cost" as used herein will be understood to mean the standard cost thus established. Items of Cost shall be classified according to the "Uniform Classification of Accounts for Electric Companies" prescribed by the Commission.

"Service" means wires and other appurtenances of adequate capacity from the nearest or most suitable pole of the line extension of the Company, extending not to exceed one service span or approximately 100 feet in length toward the pole, building or terminal connection provided by the customer.

"Commission" means The Public Utilities Commission of the State of Ohio.

3. Line Extensions.

The Company shall make line extensions within its territory, provided applicants on such extensions shall, after establishment of credit, contract for payment for energy supplied them at the Company's applicable rates filed for supply of energy, and thus become customers, as defined.

Such extensions shall be installed and put into operation within six (6) months - after date of said contracts and establishment of credit and when satisfactory rights-of-way have been established, provided the Company will not be required to start construction until ninety percent (90%) of the applicants have entered into contracts for wiring of their premises and that not less than fifty percent (50%) of such applicants have completed the wiring of their premises and are ready for service.

4. Rates.

The rates applicable to such customers shall be those in effect as filed with the Commission or in accordance with future supplements thereto or reissues thereof

(D)

(Continued)

Filed Under Authority of Order No. 89-154-EL-ATA, issued by the Public Utilities Commission of Ohio

5. Construction Plan.

The Company shall construct, and thereafter operate and maintain at its own cost, line extensions required to serve any customers who will guarantee revenues therefrom in sufficient amount to comply with the Company's rates as filed and approved by the Commission and with the conditions as set forth under "Guarantee of Revenues."

In determining the revenues originally so to be guaranteed and any subsequent changes therein:

- (a) The total construction cost of the line extension shall be credited with all money, labor, materials or other items of cost contributed by said customers, at the cost to the Company of all items entering into said contributions, and total revenue to be guaranteed shall be based upon cost after credit as aforesaid.
- (b) Appropriate adjustments shall be made at least annually in the amount of revenue guaranteed by each customer on account of change in the number and/or classification of customers supplied from the line extension.

6. Guarantee of Revenue.

Customers served by said line extension shall guarantee a monthly payment to the Company for service supplied under applicable rates not to exceed two percent (2%) of the total "Construction Cost" of the line extension as defined herein.

7. Establishment of Credit.

The Company, in order to safeguard its investments, may require any applicant customer to establish a satisfactory credit standing as a guarantee of the payment of his bills during the terms of the contract, or, in lieu thereof, to make a suitable cash deposit.

8. Apportionment and Adjustment of Guarantees.

Said monthly guarantees shall be apportioned among those to be served in the ratio which the minimum monthly payment specified in the applicable rates bears to the total of all such minimums in the contract for service from the given line extension. Nothing herein contained shall, however, preclude any customer from assuming more than his prorata share of such guarantee subject to acceptance thereof by the Company.

Customers added to an extension already established shall guarantee revenue to the Company to the same extent and in the same manner as is then currently guaranteed by other customers of the same class served from the same line extension. The minimum monthly guarantee shall be reapportioned at least annually in the manner described above, among all customers supplied from the line extension.

9. Extension to Additional Customers.

Additional customers shall be connected to a line extension already built or to a further extension thereof upon the same terms and conditions as would apply were the extension then being made for all customers including the new customers, provided the inclusion of such new customers will not increase the cost to the existing customers. Otherwise, any line extension constructed to serve additional customers shall be considered and treated as a new and separate line extension.

10. Customer's Wiring and Equipment.

All wiring and equipment on the premises of the customers, for utilization of service, shall be installed and maintained at the expense of the customer in a manner to conform with the rules and requirements of any recognized inspection service in effect in the community, and to a standard satisfactory to the Company.

(Continued)

The Customer shall also furnish, install and maintain any poles, wires and other construction necessary to bring the terminus of his wiring to a location where it can be connected to the Company's line extension by a service span, as herein defined, to be supplied by the Company, and the Company shall have the right at any time to discontinue service being supplied to such equipment if it is deemed such equipment is not in accordance with accepted practices. Such disconnections shall not be considered as a cancellation of the agreement, and shall not relieve the customer of payment of any minimum.

11. Title to Line Extensions Financed in Part by Customers.

The Company shall not be obligated to deliver energy to any line extension financed in part by customers until every customer participating in said financing shall have agreed in writing that the ownership of such line extension shall be vested in the Company and thereafter the Company shall be obligated to maintain such lines.

12. Limitation of Charges for Service.

Except as herein provided the Company shall not charge a customer a greater rate than is just and equitable nor in excess of the rate for such service filed with and approved by the Commission.

13. Term of Contract.

The initial contract shall be for a period of four (4) years.

14. Optional Plan.

This rule does not prevent the Company from filing with the Commission an optional plan for the extension of lines for the supplying of light, heat, and power service to rural customers; customers to select plan under which service is to be supplied.

15. Demands for Service Apart from This Rule.

This rule does not prevent the Commission from considering upon its own merits and acting upon any demand for service, otherwise lawful, nor to preclude the Commission from altering, modifying or amending this rule from time to time as the Commission may deem necessary or advisable, nor to preclude the Commission from relieving the Company from the obligation herein imposed should the special circumstances of the case warrant such relief.

16. Supplemental Rules Relative to Construction of Electric Extensions.

Upon the expiration of the initial contract period of four years and without the negotiation of a new contract for service with the affected consumer, the minimum monthly charge shall not exceed one percent of the total construction cost of the line extension.

The Company shall not be required to apply a minimum monthly charge in an amount less than the minimum specified by the tariff applicable to the customer's service nor, for residential lighting, less than the sum of \$1.00.

In the application of this provision of this rule, the Company shall apply the provisions of the same to all customers attached to each line extension and not to the individual consumers.

Connection and Disconnection of Service
(4901:1-18 Ohio Administrative Code)

(D)

Rules, Regulations and Practices Governing the Disconnection of
Gas, Natural Gas, or Electric Service to Residential Customers

4901:1-18-01	<u>General Provisions.</u>
4901:1-18-02	<u>Definitions.</u>
4901:1-18-03	<u>Delinquent Bills.</u>
4901:1-18-04	<u>Payment Arrangements and Responsibility.</u>
4901:1-18-05	<u>Termination Procedures.</u>
4901:1-18-06	<u>Reconnection of Service.</u>
4901:1-18-07	<u>Landlord-Tenant Provisions.</u>
4901:1-18-08	<u>Waiver Requests.</u>
4901:1-18-09	<u>Report Requirements.</u>
4901:1-18-10	<u>Residential Customers' Bills-Available Upon Request</u>
4901:1-18-12	<u>Liability for Past Bills</u>

(D)

(Continued)

Filed under authority of Order No. 89-154-EL-ATA, issued by The Public Utilities Commission of Ohio

Issued by J. T. Rogers, Jr., President
RES89/292

Effective: February 24, 1989

4901:1-18-01 General Provisions.

Natural gas, gas, or electric companies under the jurisdiction of the commission may terminate service to residential customers only for the following reasons:

- (A) For any violation of or refusal to comply with the contract and/or the general service rules and regulations on file with the commission which apply to the consumer's service;
- (B) In the event the consumer uses electricity or gas in a manner detrimental to the service to other customers;
- (C) When providing service is in conflict or incompatible with any order of the commission, laws of the state of Ohio or any political subdivision thereof, or of the federal government or any of its agencies;
- (D) When the consumer has moved from the premises;
- (E) When supplying electricity or gas to any consumer creates a dangerous condition on the consumer's premises or where, because of conditions beyond the consumer's premises, termination of the supply of electricity or gas is reasonably necessary. Service will not be restored until such dangerous condition or conditions have been corrected;
- (F) In the event the consumer or customer resorts to any fraudulent practice in the obtaining of electricity or gas supplied, or is the beneficiary of any such fraudulent practice, or the company's meter, metering equipment, or other property used to supply the service has been damaged by the consumer or customer, his servants or agents.

Service will not be restored until the consumer or customer has given satisfactory assurance that such fraudulent or damaging practice will be discontinued, and has paid to the company an amount estimated by the company to be reasonable compensation for service fraudulently obtained and not paid for and for any damage to property of the company including any cost to repair the damage;

- (G) For repairs, provided that notice to consumers will be given prior to scheduled maintenance interruptions in excess of six hours;
- (H) Upon the request of the customer; and
- (I) For nonpayment including nonpayment of security deposits applied to delinquent bills as a condition for continued service, only after the provisions and procedures set forth in these rules have been complied with by the natural gas, gas, or electric company.

4901:1-18-02 Definitions.

- (A) "Commission" means the public utilities commission of Ohio.
- (B) "Company" means gas, natural gas, or electric companies which are under the jurisdiction of the public utilities commission of Ohio.
- (C) "Consumer" means any person who is the ultimate user of electric or gas service.
- (D) "Customers" means any person who enters a contractual agreement with the company to receive electric or gas service.

(Continued)

Filed under authority of Order No. 85-1805-EL-ATA, issued by The Public Utilities Commission of Ohio

- (E) "Household Income" has the meaning attributed to it by the Division of Energy, Department of Development in the administration of the Home Energy Assistance Program.
- (F) "Primary Source of Heat" means that energy which is the heat source for the central heating system of the residence or, if the residence is not centrally heated, that energy which makes up the bulk of the energy used for space heating.
- (G) "Secondary Source of Heat" means that energy which is the heat source for space heating other than that provided by the central heating system of the residence or, if the residence is not centrally heated, that energy which does not make up the bulk of the energy used for space heating or, if the residence is centrally heated using some other form of energy, the energy required to operate equipment needed for the proper functioning of the central heating system.

(D)

4901:1-18-03 Delinquent Bills.

Individually metered residential service accounts will be considered delinquent and be subject to the company's termination procedures for nonpayment, if for any given bill containing a previous balance, full payment or arrangements for payment have not been made by the due date. The minimum payment necessary in order to avoid the termination procedures shall not be greater than that portion of the bill that represents a previous balance.

4901:1-18-04 Payment Arrangements and Responsibility.

(A) The customer shall be notified that the company, upon contact by a customer whose account is delinquent or who desires to avoid a delinquency, will make extended payment arrangements appropriate for both the customer and the company. The company may require the customer to establish an inability to pay. The company may exercise discretion in the application of such plans based upon the amount of the delinquent account, the length of time that the balance has been outstanding, the customer's recent payment history, the reasons why payment has not been made, and any other reasons why payment has not been made, and any other relevant factors concerning the circumstances of the customer including health and age. If the customer fails to propose payment terms acceptable to the company and the customer is not currently in default on a previously agreed upon extended payment plan, the company shall then advise the customer of the availability of one of the extended payment plans as set forth in paragraphs (A)(1) and (A)(2) of this rule and of the availability of the extended payment plan set forth in paragraph (B) of this rule for a customer whose income qualifies him/her for such a plan. If the customer fails to propose payment terms acceptable to the company and the customer is in default on an extended payment plan other than one set forth in paragraphs (A)(1), (A)(2) and (B) of this rule, the company shall advise the customer of the availability of those plans orally. A customer who is in default on an extended payment plan other than one set forth in paragraphs (A)(1), (A)(2), or (B) of this rule is eligible for such plans provided he/she meets the qualifications for those plans. A customer who is in default on one of the extended payment plans set forth in paragraphs (A)(1) or (A)(2) of this rule is eligible for the extended payment plan set forth in paragraph (B) of this rule provided he/she meets the qualifications for that plan.

(1) A plan that requires either six equal monthly payments on the arrearages in addition to full payment of current bills; or

(2) A plan that requires payment of one-third of the balance due each month (arrearages plus current bill).

(D)

(Continued)

Filed under authority of Order No. 85-1805-EL-ATA, issued by The Public Utilities Commission of Ohio

Issued by J. T. Rogers, Jr., President
RES85/035.3

Effective: December 17, 1985

If a customer informs the company of a medical problem, the company shall inform the customer of the medical certification program as provided in Paragraphs (D), (E) and (F) of rule 4901:1-18-05 of the Administrative Code.

(D)

(B) No gas, natural gas or electric light company shall disconnect the service of any residential customer for nonpayment or refuse to reconnect because of an arrearage the service of a residential customer who has requested to transfer his/her service from one address to another as long as that customer meets each of the following qualifications:

(1) Has a household income for the past three months which if annualized would equal one hundred and fifty percent of the Federal poverty level or less or, if the household income for the past three months annualized is more than one hundred and fifty percent of the federal poverty level, the customer has a household income for the past twelve months equal to one hundred and fifty percent of the federal poverty level or less.

(2) For usage during any billing period all or part of which is within the winter period as defined by paragraph (C) of Rule 4901:1-18-05 of the Administrative Code, pays at least:

(a) Ten percent of his/her monthly household income to the jurisdictional utility which provides the customer with his/her primary source of heat and pays at least five percent of his/her monthly household income to the jurisdictional utility which provides the customer a secondary source of heat; or,

(b) Fifteen percent of his/her monthly household income to the jurisdictional utility that provides both primary and secondary source of heat; or,

(c) Fifteen percent of his/her monthly household income to the jurisdictional electric utility that provides the totality of energy used for heating purposes to his/her residence; or,

(d) Ten percent of his/her monthly household income to the jurisdictional utility that provides the primary source of heat when a nonjurisdictional utility company or other person provides the secondary source of heat; or,

(e) Five percent of his/her monthly household income to the jurisdictional utility that provides the secondary source of heat when a nonjurisdictional utility company or other person provides the primary source of heat.

(3) For usage during any billing period no part of which is within the winter period as defined by paragraph (C) of Rule 4901:1-18-05 of the Administrative Code pays that percentage of his/her income required by paragraph (B)(2) of this rule or the current bill for actual non-winter usage, whichever is greater.

(4) Applies for all public energy assistance for which he/she is eligible.

(5) Applies for all weatherization programs for which he/she is eligible.

(6) Provides proof to the jurisdictional utility no less often than once in every six months that he/she qualifies for this plan.

(D)

(Continued)

Filed under authority of Order No. 85-1805-EL-ATA, issued by The Public Utilities Commission of Ohio

- (7) Signs a waiver permitting the affected jurisdictional utility to receive information from any public agency or private agency providing income or energy assistance and from any employer whether public or private. (D)

For the purposes of subparagraphs (B)(1) and (B)(2) of this rule, any money provided to the jurisdictional utility on behalf of the customer by a public or private agency as energy assistance shall not be considered as household income nor shall it be counted as part of the monies paid by the customer to meet the percentage of income requirement.

- (C) The company shall provide an optional uniform payment plan (budget plan) on an annual basis for any customer who is not in default on a previously agreed upon extended payment plan. Arrearages need not be included in the optional uniform payment plan (budget plan).

- (D) A customer's failure to make any payment provided for under paragraph (A) or (B) of this rule shall entitle the company to terminate service in accordance with the procedures set forth in: rule 4901:1-18-05 of the Administrative Code.

- (E) The company shall furnish upon the request of the customer entering into an extended payment plan a written, typed, printed, or computer generated copy of the plan and, if the extended payment plan was arranged by a company employee, the name of that employee.

4901:1-18-05 Termination Procedures.

- (A) If it is determined that a residential customer is delinquent in rendering payment for service, the company may, after proper and reasonable notice of pending termination of service (not less than fourteen days), terminate the customer's service during normal company business hours in compliance with the following conditions:

- (1) No delinquent bill disconnections may be made after 12:30 p.m. on the day preceding a day that all services necessary for the customer to arrange and the company to perform reconnection are not regularly performed.
- (2) If the company plans to terminate the residential utility service of a customer for the nonpayment of his/her bill and that customer resides in a county in which the county department of human services has provided the company with a written request for prior notification of residential service termination then the company shall provide the appropriate county department of human services with a listing of those customers whose service will be terminated for nonpayment at least twenty-four hours before such action is taken.
- (3) On the day of termination of service, the company will provide the customer with the personal notice, or if no one is at home, written notice to the premises, securely attached in a conspicuous location, prior to termination. If a landlord is responsible for payment of the gas or electric bill, notice of termination of service shall be given to the customer at least fourteen days before such termination would occur. If, at the end of the fourteen-day notice period, the customer has not paid, or made payment arrangements for the bill to which the fourteen-day notice relates, the service to the customer is deemed terminated. The Company shall then make a good faith effort by mail or otherwise to provide individually to the customer, and to each unit of a multi-unit dwelling, (i.e., the tenant who receives master-metered service) a ten-day notice of the pending service disconnection. Such ten-day notice shall be in addition to the fourteen-day notice given to the customer. This notice requirement shall be complied with throughout the year. In a multi-unit dwelling, written notice shall also be placed in a conspicuous place. These disconnection notices shall be similar in content and form to the notice attached as Appendix C to this rule, and printed on paper not less than grade SUB 50.
- (4) In addition to the notification provided to the county department of human services, the company will provide for notification of termination of service to one consenting party, with the customer's written authorization, for those customers desiring such additional notification.
- (5) Those company employees who normally perform the termination of service will be authorized to either:
 - (a) Accept payment in lieu of termination, or
 - (b) Be able to dispatch an employee to the premises to accept payment, or
 - (c) Be otherwise able to make available to the customer a means to avoid disconnection.

(Continued)

(D)

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Issued by J. T. Rogers, Jr., President
RES89/294

Effective: February 24, 1989

Such employees at the premises may or may not be authorized to make extended payment arrangements, at the discretion of the company.

- (6) In conjunction with service to the customer of the termination notice provided for herein, the company shall advise the customer of the business address and the telephone number of a company representative to be contacted in the event the customer desires to dispute the reasons for such termination and of the customer's right to complain or appeal to the public utilities commission of Ohio should he or she be dissatisfied with the company's reasons for terminating service. Upon request of the customer, the company shall provide an opportunity for review of the initial decision concerning such dispute. Upon the request of the public interest center, the company shall respond to any customer referred to it. The Company shall provide to the public interest center a response to the inquiry within fourteen days. If a response in writing is requested by the customer or the public interest center, the company shall so respond stating its position.

- (7) The notice of termination of service required by this rule shall be in writing and shall:

- (a) Identify the amount owed and the date after which service may be terminated.
- (b) Include an explanation of the payment alternatives available to a customer whose account is delinquent, as provided in this rule and rule 4901:1-18-04 of the Administrative Code, and when applicable, rule 4901:1-18-11 of the Administrative Code.

The information required by this paragraph may be included in documents accompanying the notice of termination.

- (B) The Company shall have on file with the commission two copies of its most current standard practices and procedures for disconnection, including the applicable disconnect and reconnect charges.

- (C) Termination of service for nonpayment is prohibited from November first through April fifteenth unless, in addition to the other requirements of this rule, the company:

- (1) Makes prior contact with the customer by personal contact, telephone, or hand-delivered written notice;
- (2) Informs the occupant of the premises of the available sources of federal, state, and local government aid for payment of utility bills and for home weatherization.

(Continued)

(3) In the event the customer establishes a present inability to pay the amount due in full, and fails to propose payment terms acceptable to the company, informs the customer of the right to enter into a minimum payment plan which requires the customer to make monthly payments of one-third of the amount remaining due after deduction of all available governmental assistance for utility bills is from such amount unless the customer qualifies for the fifteen per cent of income payment plan described in rule 4901:1-18-04(B) of the Administrative Code. In which event, the company shall substitute the payment provisions of that Plan. The company may require reasonable verification of the customer's household income, including but not necessarily limited to verification by the local agency providing governmental aid in paying utility bills. If the customer does not respond to the notice described in paragraph (C)(1) above, or refuses to accept or defaults on the payment plan described in paragraph (C)(3), or in paragraph (B) of rule 4901:1-18-04 of the Administrative Code, service may be terminated after ten days notice, which shall be in addition to the fourteen days notice required by paragraph (A) of this rule.

(D)

(D) Termination of service for nonpayment is prohibited if the termination of service would be especially dangerous to health as certified pursuant to the certification provisions of this rule.

(E) Termination of service for nonpayment is prohibited when the termination of service would make operation of necessary medical or life-supporting equipment impossible or impractical, if the customer establishes an inability to pay the amount due in full and enters into and makes payments in accordance with an extended payment plan.

(F) Certification Procedures.

(1) The utility company shall provide application forms for licensed physicians or local board of health physicians for certification upon request of any residential consumer. The electric utility company shall give notice of availability of medical certification to its residential customers by means of bill inserts or special notices at the beginning of the winter heating period and at the beginning of the summer cooling period. The gas or natural gas utility company shall give notice of the availability of medical certification to its residential customers by means of bill inserts or special notices at the beginning of the winter heating period. If termination is to occur as a result of nonpayment, written notice shall be given to the customer prior to termination that a medical certification program and forms are available from the utility company.

(2) Any consumer who is a permanent resident of the premises where the service is rendered may qualify for certification.

(3) The condition must be certified to the company by a licensed physician or local board of health physician.

(a) The certificate of special danger to health shall be in writing and shall include the name of the person to be certified, a statement that the person is a permanent resident of the premises in question, the name, business address, and telephone number of the certifying party, the nature of the condition, and the period of time during which termination will be especially dangerous to health.

(D)

(Continued)

Filed under authority of Order No. 85-1805-EL-ATA, issued by The Public Utilities Commission of Ohio

Issued by J. T. Rogers, Jr., President
RES85/035.7

Effective: December 17, 1985

- (b) Initial certification by the certifying party may be by telephone. If written certification is forwarded to the utility within seven days.
- (c) In the event service has been disconnected within twenty-one days prior to certification of special danger to health for a qualifying resident, service shall be restored to that residence if proper certification is made in accordance with the foregoing provisions and the customer agrees to an extended payment plan.
- (d) Certification shall prohibit disconnection of service for thirty days. Certification may be renewed two additional times (thirty days each) by a licensed physician or local board of health physician by providing an additional certificate to the company. The total certification period is not to exceed ninety days.
- (e) Upon renewal of certification, the company shall assure personal contact with the customer that advises the customer of the governmental assistance programs that may be available. In the event that the best efforts of the company fail to result in personal contact, assistance information shall be provided by mail.

(D)

4901:1-18-06 Reconnection of Service

Reconnection of service that has been terminated for non-payment shall be made pursuant to the following provisions:

- (A) Upon payment or proof of payment, including any reconnection charge, of the amount owed for the service that was previously disconnected or of an amount sufficient to cure the default on any extended payment plan described in rule 4901:1-18-04 of the Administrative Code including any reconnection charge, reinstatement of service shall be made by the close of the following regular company working day. The amount sufficient to cure the default includes all amounts which would have been due and owing under the terms of the applicable extended payment plan, absent default, on the date on which service is reconnected.
- (B) If service is discontinued and the customer wishes to guarantee the reinstatement of service the same day on which payment is rendered the following conditions must be met:
- (1) The customer must make payment in the company's business office, or provide proof of payment, and notify the company no later than 12:30 p.m. that reinstatement of service is requested the same day;
 - (2) The company may require that the customer sign an agreement in the company's business office to pay the company's incurred cost for reinstatement of service if such occurs after normal company business hours. This fee shall be collected at the time of payment or rendered with the customer's next monthly billing, at the company's discretion.
- (C) If payment is made to a company employee whose original purpose was to disconnect the service and who is authorized to accept such payment, to a company employee dispatched to the premises to accept payment pursuant to paragraph (A)(5)(b) of rule 4901:1-18-05 of the Administrative Code, or where a means to avoid disconnection pursuant to paragraph (A)(5)(c) of rule 4901:1-18-05 of the Administrative Code has been made available to and accepted by the customer, service which otherwise would have been terminated shall remain intact, and no reconnection charge shall be assessed. However, a reasonable collection charge, as set forth in applicable company tariffs, may be charged.

(D)

(Continued)

Filed under authority of Order No. 85-1805-EL-ATA, issued by The Public Utilities Commission of Ohio

(D) If a guarantor is required in order to reestablish service, the guarantor must sign an acknowledgement or willingness to accept the responsibility for payment of the customer's bill in case of the customer's default.

4901:1-18-07 Landlord-Tenant Provisions.

A company may terminate utility service of individuals whose utility services are included in rental payments and of consumers residing in master metered premises for which the customer is the landlord, only in accordance with the following:

(A) Written notice shall be posted conspicuously upon the premises at least ten days prior to termination of service and shall include the following information:

(1) The scheduled termination of service date.

(2) A statement that the tenants may avoid termination of service by paying the landlords current bill.

(3) The telephone number to call at the company to learn the amount of the bill and procedures for arranging payment.

(8) Consumers inquiring in response to the posted notice required by paragraph (A) of this rule shall be informed of the amount due for the current month's service and that by submitting a single payment to the utility in that amount, tenants may prevent disconnection of service.

(C) Payment by tenants equal to or exceeding the landlord's current bill for those premises shall be credited to the appropriate account, provided that the company is under no obligation to accept partial payment from individual tenants and may choose to accept only a single payment from a representative acting on behalf of all the tenants.

(D) If service has been terminated to consumers whose utility services are included in rental payments or who are residing in master metered premises, upon inquiry by any such consumer the company shall inform the consumer that service will be reconnected upon payment of the amount due for the current month's service plus any reconnection charge if such payment is made within fourteen days of termination, and that service will continue so long as payment for each month's service (based upon actual or estimated consumption) is made by the tenants' representative by the due date of the bill thereof. In the event payment is not made by the due date each month, the company may terminate service upon five days' notice. The company shall post the notice in a conspicuous location on the premises and make a good faith effort to notify each household in the master metered premises of the impending service termination. The company shall not be required to reconnect service pursuant to this paragraph where the landlord resides in the premises.

(E) The burden of collecting any amounts in arrears remains with the company.

4901:1-18-08: Waiver Requests.

The public utilities commission shall retain the authority to waive any rule or any part of a rule contained herein upon application and for good cause shown.

Each company which seeks a waiver from any rule or any part of a rule contained herein shall give notice of such waiver request to the office of the consumers' counsel of Ohio.

(Continued)

Filed under authority of Order No. 85-1805-EL-ATA, issued by The Public Utilities Commission of Ohio

4901:1-18-09 Report Requirements.

(D)

Annually, on or before the thirtieth day of June, each company shall file a written report which includes data on monthly service disconnections for nonpayment and other information specified in this rule with the Public Utilities Commission and the Office of Consumers' Counsel. The report shall be in the form specified in "Appendix A" of this rule and shall contain the following information:

Column 1 - Total number of residential service disconnections for nonpayment.

Column 2 - Total dollar amount of unpaid bills represented by such disconnections.

Column 3 - Total number of service disconnections for nonpayment of customers qualifying for an extended payment plan under paragraph (B) of Rule 4901:1-18-04 of the Administrative Code.

Column 4 - Total dollar amount of unpaid bills represented by such disconnections.

Column 5 - Total number of final notices of disconnection issued for service disconnection for nonpayment.

Column 6 - Total dollar amount of unpaid bills represented by such notices.

Column 7 - Total number of residential customer accounts in arrears by more than sixty days.

Column 8 - Total dollar amount of such arrearages.

Column 9 - Total number of residential customers (considered active customers) qualifying for an extended payment plan under paragraph (B) of Rule 4901:1-18-04 of the Administrative Code.

Column 10 - Total dollar amount of arrearages of active customers on such plans.

Column 11 - Total number of residential customers (considered active customers) qualifying for an extended payment plan under paragraph (A) of Rule 4901:1-18-04 of the Administrative Code.

Column 12 - Total dollar amount of arrearages of active customers on such plans.

Column 13 - Total number of commercial customer accounts in arrears by more than sixty days.

Column 14 - Total dollar amount of such arrearages.

Column 15 - Total number of industrial customer accounts in arrears by more than sixty days.

Column 16 - Total dollar amount of such arrearages.

Column 17 - Total number of security deposits (month by month) received from residential customers.

Column 18 - Total dollar amount of such deposits (month by month).

(D)

(Continued)

Filed under authority of Order No. 85-1805-EL-ATA, issued by The Public Utilities Commission of Ohio

Column 19 - Total number of nonpayment disconnect reconnections (for the month).

(D)

Column 20 - Of the number of customers disconnected, the number reconnected within two days.

Column 21 - Of the number of residential customers disconnected, the number reconnected within one week.

Column 22 - Of the number of residential customers disconnected, the number reconnected after one week but within four weeks.

Column 23 - Of the number of residential customers disconnected, the number reconnected after four weeks.

Column 24 - Of the number of customers disconnected, the number of accounts classified as inactive.

Column 25 - Total dollar amount (month by month) of uncollectible (considered off the books) accounts for all customer classes.

Column 26 - Total number of residential accounts (month by month) classified as uncollectible (off the books).

Column 27 - Total dollar amount (month by month) of residential uncollectible (off the book) accounts.

Column 28 - Of the residential uncollectibles, the total number (month by month) of uncollectible (off the book) accounts which had qualified for an extended payment plan under paragraph A of Rule 4901:1-18-04 of the Administrative Code.

Column 28A - Of the residential uncollectibles, the total number (month by month) of uncollectible (off the book) accounts which had qualified for an extended payment plan under paragraph (8) Rule 4901:1-18-04 of the Administrative Code.

Column 29 - Of the residential uncollectibles, the total dollar amount (month by month) of such uncollectible (off the book) accounts which had qualified for an extended payment plan under paragraph (A) Rule 4901:1-18-04 of the Administrative Code.

Column 29A - Of the residential uncollectibles, the total dollar amount (month by month) of such uncollectible (off the book) accounts which had qualified for an extended payment plan under paragraph (B) Rule 4901:1-18-04 of the Administrative Code.

Column 30 - Total number of residential customers.

Column 31 - Number of commercial accounts (month by month) classified as uncollectible (off the book).

Column 32 - Total dollar amount (month by month) of commercial uncollectibles (off the book).

(D)

Column 33 - Total number of commercial customers.

(Continued)

Filed under authority of Order No. 85-1805-EL-ATA, issued by The Public Utilities Commission of Ohio

Issued by J. T. Rogers, Jr., President
RES85/035.12

Effective: December 17, 1985

Column 34 - Number of industrial accounts (month by month) classified as uncollectible (off the book).

Column 35 - Total dollar amount (month by month) of industrial uncollectibles (off the book).

Column 36 - Total number of industrial customers.

(B) Each company shall provide to The Public Utilities Commission, upon request, the monthly energy consumption data by account number of a selected sample of eligible home energy assistance program customers for the period between April first and March thirty first. The Public Utilities Commission will provide each company with the sample accounts for which energy consumption data is required. This data shall be filed with The Public Utilities Commission within ninety days of its request and shall be in the form specified in "Appendix B" of this rule.

(C) Gas, natural gas and electric light companies under the jurisdiction of The Public Utilities Commission with five thousand or fewer customers are only required to provide The Public Utilities Commission and the Office of Consumers' Counsel with the monthly information specified in paragraph (A), columns 1, 2, 5, 6, 7, 8, 17, 18, 19, and 30 of this rule. The information required under this rule shall be provided in the appropriate columns in the forms specified in "Appendix A" of this rule.

4901:1-18-12 Liability For Past Bills.

The Company shall not refuse to furnish gas or electricity and may not disconnect gas or electric service on account of arrearages due it for service furnished to persons formerly receiving services to the premises as customers of the company, provided the former customers are not continuing to reside at such premises.

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Issued by J. T. Rogers, Jr., President
RES85/035.12

Effective: December 17, 1985

Terms of Payment:

If the bill payment is not received by the Company offices two days prior to the next scheduled meter reading date, an additional amount equal to 1.5% shall be charged on any unpaid balance existing after this date. This provision is not applicable to (1) unpaid account balances existing on the effective date of tariffs approved pursuant to the order in Case 83-1130-EL-ATR, or (2) unpaid account balances of customers enrolled on income payment plans pursuant to 4901:1-18-04, Ohio Administrative Code. The terms of payment for bills rendered to government accounts shall be in accordance with Sheet No. 55, Late Payment Charges for Government Accounts.

(D)

Multi-Family Dwellings:

Where two or more families, with separate cooking facilities, occupy a residential dwelling, the wiring shall be arranged so that the service to each family can be metered and billed separately. If the wiring is not so arranged and two or more families are served through one meter, the energy blocks as determined on a single family basis shall be multiplied by the number of families served.

Apartment and Multi-Family Building

Under the Special Provisions Section, a fifty gallon water heater minimum tank capacity shall apply to separately metered living units in apartment or multi-family buildings of four or more units.

Seasonal or Temporary Discontinuance of Service:

Where service has been discontinued at customer's request because of seasonal occupancy of the premises or where service has been discontinued because the customer's occupancy is to be temporarily discontinued, the minimum charge as above provided shall not be applicable during such discontinuance of service, but in lieu thereof the appropriate reconnection charge on Sheet No. 53, Miscellaneous Charges, will apply when service is reestablished.

(T)

Rules and Regulations:

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service. Motors and equipment served under this rate schedule must have electrical characteristics so as not to interfere with service supplied to other customers of the Company.

Contract:

Customers selecting this rate schedule will be billed for service hereunder for a minimum period of one year unless: 1) service is no longer required by the customer at the same address at any time during the remainder of the one-year period; or 2) at the customer's request when the customer adds or removes load and the company projects that the customer's load characteristics for the next twelve months can be served more economically under an alternative tariff for which the customer qualifies.

RESIDENTIAL SERVICE

Standard Rate

Availability

Available for residential service to installations served through one meter for each family unit in a residence or apartment where monthly usage is generally less than 1,000 kWh.

When service is used through the same meter for both residential and commercial purposes the applicable general service rate schedule shall apply.

This rate schedule is not available for service to a commercial, institutional or industrial establishment.

Accounts representing commonly-used facilities within condominiums which were being billed under the Company's residential service tariff as of April 17, 1990 shall continue to be served under the Company's residential service tariff.

Service:

Alternating current, 60 Hz, single phase, nominal voltage 120/240 or 120/208 as available.

The Company designs and operates its electric system to provide service voltages within the limits specified in American National Standard Voltage Ratings for Electric Power Systems and Equipment (60 Hz) C 84.1-1982.

Rate:

The monthly charges per customer shall be:

	<u>Winter</u>	<u>Summer</u>
Customer Charge:	\$ 4.05	\$ 4.05
<u>Energy Charge:</u>		
First 500 kWh, per kWh	9.778¢	9.899¢
Over 500 kWh, per kWh	9.778¢	10.808¢

Winter Rates shall be applicable for the eight consecutive billing periods of October through May. Summer Rates shall apply in all other billing periods.

Minimum Charge:

Customer charge

Special Provisions:

Where a customer has installed electric water heating equipment with a minimum of eighty gallons of tank capacity and the necessary wiring and devices that will permit the Company to control the operation of the water heating equipment during peak load hours, the application of the rates specified above shall be modified as follows:

The customer charge shall be \$7.05 and any kWh usage between 350 kWh and 700 kWh per month shall be priced at 2.50¢ per kWh.

Applicable Riders:

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown.

PIP Adjustment	Sheet No. 54
Fuel Adjustment	Sheet No. 40

Filed pursuant to Order dated March 26, 1992 in Case No. 91-816-EL-ATA before
The Public Utilities Commission of Ohio

Ohio Edison Company
Akron, Ohio

P.U.C.O. No. 10

Third Revised Sheet No. 11
Canceling Second Revised Sheet No. 11

RESIDENTIAL SERVICE

Space Heating Rate

Availability:

Available for residential service supplied through one meter where electricity is the primary source of space heating, and where at least ninety-five percent of the electrical consumption is within the residence.

Space conditioning by means of a heat pump utilized in conjunction with a fossil fuel furnace is not eligible for service under this rate unless sub-metered (see "Heat Pump Provisional").

When service is used through the same meter for both residential and commercial purposes the applicable general service rate schedule shall apply.

This rate schedule is not available for service to a commercial, institutional or industrial establishment.

Service:

Alternating current, 60 Hz, single phase, nominal voltage 120/240 or 120/208 as available.

The Company designs and operates its electric system to provide service voltages within the Limits specified in American National Standard Voltage Ratings for Electric Power Systems and Equipment (60 Hz) C 84.1-1989 and as amended.

Rate:

The monthly charges per customer shall be:

	<u>Winter</u>	<u>Summer</u>
<u>Service Charge</u>	\$ 4.05	\$ 4.05
<u>Energy Charge:</u>		
First 900 kWh, per kWh	10.000¢	10.525¢
Balance of kWh, per kWh	2.500¢	10.808¢

Minimum Charge:

Service charge

Seasonal periods:

Winter Rates shall be applicable for the eight consecutive billing periods of October through May.

Summer Rates shall apply in all other billing periods.

Controlled Water Heating Provision:

Where a customer has installed qualifying electric water heating equipment which uses resistance elements to generate all water heating for the home, and the necessary wiring and devices that will permit the Company to control the operation of the water heating equipment during peak load hours, the application of the rates specified above shall be modified as follows:

The customer charge shall be \$7.05 and any kWh usage between 550 kWh and 900 kWh per month shall be priced at 2.50¢ per kWh.

Filed pursuant to Order dated May 27, 1993 in Case No. 92-1664-EL-ATA and August 16, 1990 in

Case No. 89-1001-EL-AIR before The Public Utilities Commission of Ohio

Issued by W. R. Holland, President

Effective: June 1, 1993

To qualify for this provision, electric water heating equipment must meet or exceed the following tank capacities:

50 gallons - Separately metered living units in apartment or multi-family building of four or more units.

80 gallons - All other applications.

Integrated Water Heating Provision:

Where a customer utilizes electricity to generate all heating for the home, having electric space conditioning equipment approved by the Company that provides a portion of the water heating, the customer shall receive a credit of \$15.00 per month per such service. The credit shall not exceed the energy charge set forth in the "Rate" section above.

Heat Pump Provision:

All electrical usage by outdoor air-to-air heat pump devices utilized in conjunction with non-electric space heating shall be sub-metered. The Customer shall install necessary wiring to permit the Company to sub-meter this equipment. No other load may be connected to this service. Multiple sub-meters may be utilized, at the Company's option.

Usage measured by the sub-meter(s) shall be subtracted from usage measured by the total energy meter; the resultant is referred to hereafter as "general purpose usage."

The rates specified under the section "Rate" in this schedule shall be replaced by the following monthly charges per customer:

The service charge shall be \$4.05, plus \$1.50 per sub-meter.

The minimum charge shall be the service charge.

The following rates shall apply to sub-metered usage:

The energy charge during Winter billing periods shall be 2.5 cents per kWh. During Summer billing periods the energy charge shall be 10.808 cents per kWh.

The following rates shall apply to general purpose usage:

The energy charge during Winter billing periods shall be 10.000 cents per kWh. During Summer billing periods the energy charge shall be 10.525 cents per kWh.

The "Controlled Water Heating Provision", if applicable, shall apply to general purpose usage and the service charge shall be modified to be \$7.05, plus \$1.50 per sub-meter.

All other terms and provisions specified in this rate schedule shall apply.

Applicable Riders:

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown:

<u>PIP Adjustment</u>	<u>Sheet No. 54</u>
<u>Fuel Adjustment</u>	<u>Sheet No. 40</u>

Terms of Payment:

If the bill payment is not received by the Company offices two days prior to the next scheduled meter reading date, an additional amount equal to 1.5% shall be charged on any unpaid balance existing after this date. This provision is not applicable to (1) unpaid account balances existing on the effective date of tariffs approved pursuant to the order in case 83-1130-EL-AIR, or (2) unpaid account balances of customers enrolled on income payment plans pursuant to 4901:1-18-04, Ohio Administrative Code.

(D)

Multi-Family Dwellings:

Where two or more families, with separate cooking facilities, occupy a residential dwelling, the wiring shall be arranged so that the service to each family can be metered and billed separately. If the wiring is not so arranged and two or more families are served through one meter, the energy blocks as determined on a single family basis shall be multiplied by the number of families served.

Seasonal or Temporary Discontinuance of Service:

Where service has been discontinued at the customer's request because of seasonal occupancy of the premises or where service has been discontinued because the customer's occupancy is to be temporarily discontinued, the minimum charge as above provided shall not be applicable during such discontinuance of service, but in lieu thereof the appropriate reconnection charge on Sheet No. 53, Miscellaneous Charges, will apply when service is reestablished.

(T)

Rules and Regulations:

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service.

Motors and equipment served under this rate schedule must have electrical characteristics so as not to interfere with service supplied to other customers of the Company.

Contract:

Customers selecting this rate schedule will be billed for service hereunder for a minimum period of one year unless: 1) service is no longer required by the customer at the same address at any time during the remainder of the one-year period; or 2) at the customer's request when the customer adds or removes Load and the company projects that the customer's load characteristics for the next twelve months can be served more economically under an alternative tariff for which the customer qualifies.

RESIDENTIAL SERVICE

Optional Time-of-Day

Availability:

Available for residential service to installations served through one meter for each family unit in a residence or apartment.

When service is used through the same meter for both residential and commercial purposes the applicable general service rate schedule shall apply. (T)

This rate schedule is not available for service to a commercial, institutional or industrial establishment.

Accounts representing commonly-used facilities within condominiums which were being billed under the Company's residential service tariff as of April 17, 1990 shall continue to be served under the Company's residential service tariff. (T)

Service:

Alternating current, 60 Hz, single phase, nominal voltage 120/240 or 120/208 as available.

The Company designs and operates its electric system to provide service voltages within the limits specified in American National Standard voltage Ratings for Electric Power Systems and Equipment (60 Hz) C 84.1-1982.

Rate:

The monthly charges per customer shall be:

Customer Charge: \$9.89

Billing Load Charge, per kW \$10.80

Energy Charge:

All kWh, per kWh 1.600¢

Minimum Charge:

Customer charge plus minimum billing load charge

Billing Load:

The billing load shall be the greatest of:

- (1) The highest measured 30-minute on-peak kW demand during the month.
- (2) 25% of the highest measured 30-minute off-peak kW demand during the month.
- (3) 5.0 kW.

On-peak periods are from 8:00 A.M. to 9:00 P.M. Local time Monday through Friday, except for the following Legal holidays observed during these periods: New Years Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. These observed legal holidays and all other periods shall be off-peak.

Ohio Edison Company
Akron, Ohio

P.U.C.O. No. 10

Twentieth Revised Sheet No. 12
Canceling Nineteenth Revised Sheet No. 12

Applicable Riders:

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown.

<u>PIP Adjustment</u>	<u>Sheet No. 54</u>
<u>Fuel Adjustment</u>	<u>Sheet No. 40</u>

(D)
(D)

Terms of Payment:

If the bill payment is not received by the Company offices two days prior to the next scheduled meter reading date, an additional amount equal to 1.5% shall be charged on any unpaid balance existing after this date.

Seasonal or Temporary Discontinuance of Service:

Where service has been discontinued at customer's request because of seasonal occupancy of the premises or where service has been discontinued because the customer's occupancy is to be temporarily discontinued, the minimum charge as above provided shall not be applicable during such discontinuance of service, but in lieu thereof the appropriate reconnection charge on Sheet No. 53, Miscellaneous Charges, will apply when service is reestablished.

(T)

Rules and Regulations:

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service. Motors and equipment served under this rate schedule must have electric characteristics so as not to interfere with service supplied to other customers of the Company.

Contract:

Customers selecting this rate schedule will be billed for service hereunder for a minimum period of one year unless: 1) service is no longer required by the customer at the same address at any time during the remainder of the one-year period; or 2) at the customer's request when the customer adds or removes Load and the company projects that the customer's load characteristics for the next twelve months can be served more economically under an alternative tariff for which the customer qualifies.

RESIDENTIAL SERVICE
Optional Controlled Service Riders

Availability:

Available to any residential customer taking service under the Company's Load management Residential rate schedule (Rate 17) where the customer agrees to install the necessary wiring and devices that will permit the Company to control the operation of the specified equipment during peak load hours.

Rider options:

RIDER A - Controlled Electric Water Heating

A customer must have a minimum of 80 gallons of tank capacity installed and utilized to receive a reduction of 3 kW in measured monthly Load.

In apartment or multifamily buildings of four or more units, separately metered Living units must have a minimum water heating tank capacity of fifty gallons installed and utilized to receive a reduction of 3 kW in measured monthly load.

The customer charge shall be \$3.00 more than the customer charge in Rate 17 and the minimum billing load shall be 4 kW. (N)

RIDER B - Controlled Add-on Electric Heat Pump or Resistance Heating

The add-on electric heat pump or resistance heating must be installed and utilized in conjunction with a central heating system utilizing fossil fuel. Customers with such dual-fuel systems will receive one of the following reductions in measured monthly loads during the eight consecutive billing periods, October through May:

- (a) Heat Pump 3 kW
(b) Resistance Heating (Minimum 12.5 kW Capacity) 10 kW

The customer charge shall be \$3.00 more than the customer charge in Rate 17 and the minimum billing load shall be 4 kW. (N)

Provisions:

- (a) If a customer qualifies for both Riders A and 8, the load reductions there under shall be additive, the customer charge shall be \$3.00 more than the customer charge in Rate 17 and the minimum billing load shall be 4 kW. (N)
- (b) Riders A or B are not available to residential customers having Load controllers installed.
- (c) Load reductions shall not be made until after the Company verifies that all requirements are met and installation approval is made. Periodic checks of the installed facilities will be made by Company representatives to verify continuing compliance with the Company's requirements.
- (d) The total time for all interruptions shall not exceed eight hours in any twenty-four hour period.

RESIDENTIAL SERVICE

Electric Heating Rider

Pursuant to Rule 4901:1-10-01 of the Ohio Administrative Code, issued by The Public Utilities Commission of Ohio in conformance with Section 4905.70 of the Ohio Revised Code, any customer served under the Company's residential rate schedules whose residence is primarily heated with electricity shall have the option of their monthly usage being measured by a combination load and kilowatt-hour meter. All other terms and conditions of the applicable residential rate schedule shall be applicable.

RESIDENTIAL SERVICE

Load Management Rate

Availability

Available for residential service to installations served through one Load meter, providing the customer's meter socket can accept a standard 3-wire Load meter, for each family unit in a residence or apartment.

Available to customers whose six highest monthly kWh usages out of the twelve preceding months average 850 kWh or more.

A customer may be placed on the standard residential rate upon written request, or at the Company's option if the customer's usage has not exceeded 800 kWh in each of the twelve preceding months.

When service is used through the same meter for both residential and commercial purposes the applicable general service rate schedule shall apply.

This rate schedule is not available for service to a commercial, institutional or industrial establishment.

Accounts representing commonly-used facilities within condominiums which were being billed under the Company's residential service tariff as of April 17, 1990 shall continue to be served under the Company's residential service tariff.

(T)

Service:

Alternating current, 60 Hz, single phase, nominal voltage 120/240 or 120/208 as available.

The Company designs and operates its electric system to provide service voltages within the limits specified in American National Standard Voltage Ratings for Electric Power Systems and Equipment (60 Hz) C 84.1-1982.

Rate:

The monthly charge per customer shall be:

	<u>Winter</u>	<u>Summer</u>
<u>Customer Charge:</u>	\$ 6.05	\$ 6.05

Energy Charge:

<u>First 250 kWh, per kWh</u>	10.578¢	10.699¢
<u>Next 250 kWh, per kWh</u>	9.778¢	9.899¢
<u>Balance to 125 kWh per kW of billing Load, per kWh</u>	9.778¢	10.808¢
<u>Over 125 kWh per kW of billing Load, per kWh</u>	1.600¢	1.600¢

Winter Rates shall be applicable for the eight consecutive billing periods of October through May. Summer Rates shall apply in all other billing periods.

Minimum Charge:

Customer charge

Billing Load:

The billing Load shall be the highest kW registration of a thermal or 30-minute integrating type meter, but not Less than 5.0 kW.

Ohio Edison Company
Akron, Ohio

P.U.C.O. No. 10

First Revised Sheet No. 17
Canceling Original Sheet No. 17

Applicable Riders:

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown:

PIP Adjustment	Sheet No. 54
Fuel Adjustment	Sheet No. 40

(D)
(D)

Terms of Payment:

If the bill payment is not received by the Company offices two days prior to the next scheduled meter reading date, an additional amount equal to 1.5% shall be charged on any unpaid balance existing after this date. This provision is not applicable to (1) unpaid account balances existing on the effective date of tariffs approved pursuant to the order in Case 83-1130-EL-AIR, or (2) unpaid account balances of customers enrolled on income payment plans pursuant to 4901:1-18-04, Ohio Administrative Code. The terms of payment for bills rendered to government accounts shall be in accordance with Sheet No. 55, Late Payment Charges for Government Accounts.

Multifamily Dwellings:

Where two or more families, with separate cooking facilities, occupy a residential dwelling, the wiring shall be arranged so that the service to each family can be metered and billed separately. If the wiring is not so arranged and two or more families are served through one meter, the energy blocks and Load management threshold as determined on a single family basis shall be multiplied by the number of families served.

Seasonal or Temporary Discontinuance of Service:

Where service has been discontinued at customer's request because of seasonal occupancy of the premises or where service has been discontinued because the customer's occupancy is to be temporarily discontinued, the minimum charge as above provided shall not be applicable during such discontinuance of service, but in lieu thereof the appropriate reconnection charge on Sheet No. 53, Miscellaneous Charges, will apply when service is reestablished.

(T)

Rules and Regulations:

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service.

Motors and equipment served under this rate schedule must have electrical characteristics so as not to interfere with service supplied to other customers of the Company.

Contract:

Customers selecting this rate schedule will be billed for service hereunder for a minimum period of one year unless: 1) service is no longer required by the customer at the same address at any time during the remainder of the one-year period; or 2) at the customer's request when the customer adds or removes Load and the company projects that the customer's load characteristics for the next twelve months can be served more economically under an alternative tariff for which the customer qualifies.

RESIDENTIAL SERVICE

Water Heating Service

THIS RATE SHEET IS IN PROCESS OF ELIMINATION AND IS WITHDRAWN EXCEPT FOR THE PRESENT CUSTOMERS RECEIVING SERVICE HEREUNDER AT PREMISES SERVED ON THE EFFECTIVE DATE HEREOF. (T)

Availability

Available for residential water heating service to permanent automatic storage type water heater installations arranged so as to take service through a separate meter to which no other equipment may be connected and subject to the provisions set forth below. (T)

Service:

Alternating current, 60 Hz, single phase, nominal voltage 208 or 240 as available.

The Company designs and operates its electrical system to provide service voltages within the Limits specified in American National Standard Voltage Ratings for Electric Power Systems and Equipment (60 Hz) C 84.1-1982.

Rate:

The monthly charge per customer shall be:

Customer Charge: \$5.00

Energy Charge:

First 50 kWh, per kWh 22.511¢

Additional kWh, per kWh 2.033¢

Minimum Charge:

Customer charge

Applicable Riders:

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown:

PIP Adjustment Sheet No. 54

Fuel Adjustment Sheet No. 40

Terms of Payment:

If the amount billed is not received by the Company offices two days prior to the next scheduled meter reading date, an additional amount equal to 1.5% shall be charged on any unpaid balance existing after this date.

Rules and Regulations:

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service.

All water heaters, including replacements of previously installed water heaters, shall be of the standard two element type equipped with upper and lower heating elements controlled by separate thermostats, interlocked so that only one heating element can be in operation at any time. The rating of the upper element shall not exceed 40 watts per gallon and that of the lower element shall not exceed 40 watts per gallon of tank capacity. The minimum tank capacity shall be 30 gallons.

Service may be controlled by the Company, but will be available not less than 14 hours per day; the hours of service to be determined by the Company.

RESIDENTIAL SERVICE

Optional Electrically Heated Apartment Rate

Availability:

Available for residential service to installations which have electric space and water heating only and are served through one (1) meter for each family unit in an apartment complex consisting of not less than four apartments per building. The insulation and equipment efficiency criteria listed in the Special Rules Provision below must also be satisfied.

When service is used through the same meter for both residential and commercial purposes the applicable general service rate schedule shall apply.

This rate schedule is not available for service to a commercial, institutional or industrial establishment.

Service:

Alternating current, 60 Hz, single phase, nominal voltage 120/240 or 120/208 as available.

The Company designs and operates its electric system to provide service voltages within the limits specified in American National Standard Voltage Ratings for Electric Power Systems and Equipment (60 Hz) C 84.1-1989 and as amended.

Rate:

The monthly charge per customer shall be:

(D)

	<u>Winter</u>	<u>Summer</u>
<u>Customer Charge:</u>	<u>\$4.05</u>	<u>\$4.05</u>
<u>Energy Charge:</u>		
<u>First 350 kWh, per kWh</u>	<u>10.349¢</u>	<u>10.470¢</u>
<u>Next 750 kWh, per kWh</u>	<u>2.500¢</u>	<u>10.808¢</u>
<u>Over 1,100 kWh, per kWh</u>	<u>9.778¢</u>	<u>10.808¢</u>

(D)

*Filed pursuant to Opinion and Order dated May 19, 1999, in Case No. 99-272-EL-ATA
before The Public Utilities Commission of Ohio*

*Issued by H. P. Burg, President
Rate 19*

Effective: June 1, 1999

Ohio Edison Company
Akron, Ohio

P.U.C.O. No. 10

**Optional Electrically Heated Apartment Rate
(Cont'd)**

Rate (Cont'd):

Winter Rates shall be applicable for the eight consecutive billing periods of October through May. Summer Rates shall apply in all other billing periods.

Minimum Charge:

Customer charge

Applicable Riders:

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown:

PIP Adjustment

Sheet No. 54

(D)

Fuel Adjustment

Sheet No. 40

(D)

Terms of Payment:

If the bill payment is not received by the Company offices two days prior to the next scheduled meter reading date, an additional amount equal to 1.5% shall be charged on any unpaid balance existing after this date. This provision is not applicable to (1) unpaid account balances existing on the effective date of tariffs approved pursuant to the Order in Case 83-1130-EL-AIR or (2) unpaid account balances of customers enrolled on income payment plans pursuant to 4901:1-18-04, Ohio Administrative Code.

(D)

Rules and Regulations:

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service.

Motors and equipment served under this rate schedule must have electrical characteristics so as not to interfere with service supplied to other customers of the Company.

*Filed pursuant to Opinion and Order dated May 19, 1999, in Case No. 99-272-EL-ATA
before The Public Utilities Commission of Ohio*

*Issued by H. P. Burg, President
Rate 19*

Effective: June 1, 1999

Ohio Edison Company
Akron, Ohio

P.U.C.O. No. 10

Page 3 of 8
Second Revised Sheet No. 19
Canceling First Sheet No. 19

**Optional Electrically Heated Apartment Rate
(Cont'd)**

Contract:

Customers selecting this rate schedule will be billed for service hereunder for a minimum period of one year unless: 1) service is no longer required by the customer at the same address at any time during the remainder of the one-year period; or 2) at the customer's request when the customer adds or removes load and the company projects that the customer's load characteristics for the next twelve months can be served more economically under an alternative tariff for which the customer qualifies.

Special Rules:

The special rules listed below do not apply to customers who were receiving service under this Rate Schedule on the day prior to the effective date of the Second Revised Sheet No. 19, so long as they continue to receive service on this Rate Schedule. (T)

1. To qualify for this rate, the apartment complex must utilize electric heat pumps, or if electric heating systems other than electric heat pumps are utilized, any air conditioning must have a minimum SEER of 10.
2. Each apartment unit shall be individually metered and billed by the Company.
3. Unavailable To Certain Installations

This schedule shall not be applicable to the following installations which shall be billed under other schedules of the Company:

- a. All equipment where the use of electricity is intermittent or the load is of a fluctuating character and where a special service connection is required, including without limitation, pumps, elevators, X-ray machines, welding machines.
- b. Any service which constitutes an additional service installation.
4. Service under this rate is supplied in accordance with the rules and regulations of the Company and is subject to the jurisdiction of the Public Utilities Commission of Ohio.

*Filed pursuant to Opinion and Order dated May 19, 1999, in Case No. 99-272-EL-ATA
before The Public Utilities Commission of Ohio*

*Issued by H. P. Burg, President
Rate 19*

Effective: June 1, 1999

**Optional Electrically Heated Apartment Rate
(Cont'd)**

Special Rules (Cont'd):

5. Continued applicability of this rate to a customer is contingent upon their participation in a positive load control program involving the installation of load controls on electric water heating and central air conditioning should the Company so request.
6. To qualify for this rate, the apartment complex must meet the insulation criteria and energy conservation standards set forth below.

Insulation Criteria To Be Eligible For This Rate Are:

The builder of each individually-metered residential dwelling unit shall provide and certify to the Company information specifying the thermal insulation effectiveness (i.e., R/numbers) for insulation installed in each building section along with a description of installation and construction details. If each of the following insulation and other energy conservation standards in that dwelling unit is met, the Company shall approve the Consumer's application to be billed under the provisions of the Optional Electrically Heated Apartment Rate.

Energy Conservation Standards

	Minimum Insulating Value Of Insulation Installed
I. Building Sections (Except in Manufactured Housing Units)	
A. Exterior Walls	
1. Masonry walls including basement walls above frost line.	R/5
2. Frame and other fabricated exterior walls above grade.	
a. Where use of expanded polystyrene rigid board insulation (or equivalent material with comparable R/factor) is permitted.	R/18

*Filed pursuant to Opinion and Order dated May 19, 1999, in Case No. 99-272-EL-ATA
before The Public Utilities Commission of Ohio*

Ohio Edison Company
Akron, Ohio

P.U.C.O. No. 10

**Optional Electrically Heated Apartment Rate
(Cont'd)**

Energy Conservation Standards (Cont'd):

- b. In other locations R/11
- 3. Common walls between separate dwelling units. R/11
- B. Ceilings
 - 1. Uppermost ceiling separating heated from unheated areas. R/38
- C. Floors
 - 1. Frame floors over unheated areas. R/22
 - 2. Slab-on-grade floors shall have insulation at the perimeter edge:
 - a. On the inside of the foundation wall from top of slab floor to below the frost line around the perimeter of the slab, or R/10
 - b. From the top of slab floor and extended down the thickness of the slab and then continued horizontally back under the slab to a width of at least two feet around the perimeter of the slab floor:
 - Vertical Portion R/10
 - Horizontal Portion R/5
 - 3. Heating/cooling ducts that are installed in slab floors shall be enclosed on the warm winter side of the perimeter insulation in the manner provided in 2-(b) above.

*Filed pursuant to Opinion and Order dated May 19, 1999, in Case No. 99-272-EL-ATA
before The Public Utilities Commission of Ohio*

*Issued by H. P. Burg, President
Rate 19*

Effective: June 1, 1999

**Optional Electrically Heated Apartment Rate
(Cont'd)**

Energy Conservation Standards (Cont'd):

D. Windows

1. Total window area shall not exceed 15% of the total floor area.
2. Windows shall be double-glazed
3. Metal windows without a thermal break are prohibited.
4. Any basement window shall be double-glazed or provided with a plastic bubble covering the entire window opening. No more than the minimum area of windows allowed by municipal code shall be installed.
5. Air leakage shall not exceed 0.5 cfm per foot of operable sash crack.

E. Doors

1. Doors shall contain an insulation core, or
2. Uninsulated doors shall be installed with storm doors on exterior door units.
3. Air leakage shall not exceed 0.5 cfm per square foot of door area for sliding glass doors and swinging doors, respectively.

II. Insulation and Other Construction Techniques (Except in Manufactured Housing Units)

A. Insulation Installation Procedures

Insulation shall be installed in building sections in a workmanlike manner in order to receive the thermal insulation effectiveness of the manufacturer's designated R/numbers on their products.

*Filed pursuant to Opinion and Order dated May 19, 1999, in Case No. 99-272-EL-ATA
before The Public Utilities Commission of Ohio*

**Optional Electrically Heated Apartment Rate
(Cont'd)**

Energy Conservation Standards (Cont'd):

1. Insulation on all side walls shall be firmly packed without exposures, at both top and bottom of wall cavities.
2. Insulation shall be chinked into all rough windows and door frame openings and covered with a vapor barrier.
3. Batts shall be neatly stapled at least every 6 inches.
- B. A maximum of one sliding glass door per floor of living area shall be installed.
- C. All shower heads shall be equipped with flow control devices to limit total flow to a maximum of 3 gpm per shower head.
- D. All heating/cooling ducts running through unconditioned spaces shall be fully insulated, both supply and return air ducts (R/7 or better).
- E. Electric Hot Water Installation Procedures
 1. Water heaters providing the domestic hot water supply shall not be located in unheated areas unless additional insulation is installed surrounding the tank.
 2. Water heaters shall be located as close as possible to the points of greatest use of hot water. Where points of use are widely separated, more than one water heater shall be installed to eliminate excessive runs of hot water lines.
 3. All hot water lines running through unconditioned areas shall be insulated (R/3.5 or better).
 4. The electric water heater installed must have a minimum insulation of R/10 or a thermal insulation jacket that, in combination with the water heater's insulation, meets or exceeds such minimum insulation of R/10 to qualify for this rate.

*Filed pursuant to Opinion and Order dated May 19, 1999, in Case No. 99-272-EL-ATA
before The Public Utilities Commission of Ohio*

Ohio Edison Company
Akron, Ohio

P.U.C.O. No. 10

Second Revised Sheet No. 19
Canceling First Sheet No. 19

**Optional Electrically Heated Apartment Rate
(Cont'd)**

Energy Conservation Standards (Cont'd):

F. Caulking and Sealants

Exterior joins around windows and door frames, between wall and foundation, between wall and roof, between wall panels, at penetrations of utility services through walls, roofs, and through floors over unheated spaces, and all other openings in the exterior envelope of said dwelling structures shall be caulked, gasketed, weatherstripped, or otherwise sealed to prevent air leakage.

G. Vapor Barriers

1. All insulation shall be installed with vapor barriers, rated 1 perm or less, on the warm winter side of the insulation; provided, however, that vapor barriers shall not be required for top-ceiling areas that meet the attic ventilation provisions of Section 1529.11 of the Regional Dwelling House Code or applicable provisions of the Ohio Building Code.
2. Slab floors in living areas and slabs in crawl-space areas shall have vapor barriers rated 4 mil thickness with maximum 1 perm vapor penetration installed beneath the slab.
3. Vapor barriers, if damaged, shall be repaired before the final wall finish is installed.

III. Manufactured Housing Units Standards for Space Heating Discount

At a minimum, manufactured housing shall meet the requirements of the Ohio Basic Building Code for Energy Conservation in New Building Construction, Rule 4101:2-25-03.

- IV. In the event the apartment complex undertakes measures to improve the thermal efficiency of the structure in a manner that results in heat loss improvements equivalent to the criteria provided above, the apartment complex shall have met the insulation criteria.

*Filed pursuant to Opinion and Order dated May 19, 1999, in Case No. 99-272-EL-ATA
before The Public Utilities Commission of Ohio*

*Issued by H. P. Burg, President
Rate 19*

Effective: June 1, 1999

Ohio Edison Company
Akron, Ohio

P.U.C.O. No. 10

Fifth Revised Sheet No. 21
Canceling Fourth Revised Sheet No. 21

GENERAL SERVICE

Secondary Voltages

Availability

Available to general service installations requiring secondary voltage service.

Where a customer requires both single and three phase services, all service will be metered through one three phase meter and so billed unless circumstances not under the control of the Company make it impractical or not feasible to do so.

Service:

Alternating current, 60 Hz, at nominal voltages of 120/240 or 120/208 or 277 single phase, or 120/208 or 277/480 three phase, as may be available from suitable distribution facilities of adequate capacity adjacent to the premises to be served. Other secondary Voltages or service from primary or transmission facilities may be obtained from available facilities provided the customer owns, operates and maintains all necessary transforming, controlling, regulating and protective equipment.

The Company designs and operates its electrical system to provide service voltages within the Limits specified in American National Standard Voltage Ratings for Electric Power Systems and Equipment (60 Hz) C84.1-1982.

Rate:

The monthly charge per customer shall be:

Customer Charge: \$15.88

Energy Charges:

First 500 kWh, per kWh	13.69¢
Balance to 165 kWh per kW of billing demand, per kWh	15.05¢
Next 85 kWh per kW of billing demand, per kWh	2.61¢
Over 250 kWh per kW of billing demand, per kWh	1.01¢

Minimum Charge:

\$15.88 plus \$6.09 per kW of billing demand in excess of 5 kW plus applicable fuel adjustment charge.

Recreation Lighting:

The Minimum Charge shall not apply to the billing for separately metered outdoor recreation facilities owned by non-profit governmental and educational institutions.

Billing Demand in kW:

The billing demand for the month shall be the greatest of:

- (1) The measured demand determined from the highest kW registration of a thermal or 30-minute integrating type meter.
- (2) 5.0 kW.
- (3) The contract demand.

When metering capable of measuring on-peak and off-peak demands is in use, the customer's measured demand shall be the greater of the on-peak demand or 25 percent of the off-peak demand. Where a customer has the capability of moving a deferrable demand to an off-peak period and desires to do so, the Company will provide the metering capability to measure demands occurring during on-peak and off-peak periods upon payment by the customer of an amount equal to the additional cost of a time-of-day meter. These installations are not available to seasonal customers.

Ohio Edison Company
Akron, Ohio

P.U.C.O. No. 10

Fifth Revised Sheet No. 21
Canceling Fourth Revised Sheet No. 21

On-peak periods are from 8:00 A.M. to 9:00 P.M. Local time Monday through Friday, except for the following Legal holidays observed during these periods: New Years Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. These observed Legal holidays and all other periods shall be off-peak.

The Company shall not be required to increase the capacity of any service facilities in order to furnish off-peak demands. The Company reserves the right, upon 30 days notice to customers affected, to change the time or times during which on-peak demands may be established.

Applicable Riders:

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown:

PIP Adjustment	Sheet No. 54
Fuel Adjustment	Sheet No. 40

(D)
(T)

Adjustment for Primary Metering:

Where a transformer installation (regardless of ownership) is utilized solely to furnish service to a single customer, the Company may meter the service on the primary side of the transformers, and in such case the demand and energy registrations shall each be reduced 2%.

Terms of Payment:

If the bill payment is not received by the Company offices two days prior to the next scheduled meter reading date, an additional amount equal to 1.5% shall be charged on any unpaid balance existing after this date. The terms of payment for bills rendered to government accounts shall be in accordance with Sheet No. 55, Late Payment Charges for Government Accounts.

Power Factor Correction:

The Company may, at its option, test or meter the power factor of the customer's Load and for either a Leading or lagging power factor of Less than eighty-five hundredths (0.85) the measured Load shall be adjusted by multiplying the measured Load by the ratio of 0.85 divided by the power factor of the Load. No correction will be made where the power factor is found to be greater than 0.85.

Auxiliary or Standby Service:

When auxiliary or standby service is furnished, a contract demand shall be established by mutual agreement and shall be specified in the service contract. No reduction in contract demand shall be permitted during the term of the contract. In re-contracting for auxiliary or standby service, the new contract demand shall not be less than 60% of the highest billing demand during the Last eleven months of the previous contract. When the Company determines the customer is receiving auxiliary or standby service without having executed the required service contract the monthly billing demand shall be no Less than 60% of the highest billing demand during the preceding eleven months.

Seasonal or Temporary Discontinuance of Service:

Where service has been discontinued at customer's request because of seasonal occupancy of the premises or where service has been discontinued because the customer's occupancy is to be temporarily discontinued, the minimum charge as above provided shall not be applicable during such discontinuance of service, but in Lieu thereof the appropriate reconnection charge on Sheet No. 53, Miscellaneous Charges, will apply when service is reestablished. Seasonal or Temporary service is not applicable to customers taking standby service.

(T)

Rules and Regulations:

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service.

Contract:

An application is required for secondary voltage service. For primary or transmission voltage service, an annual contract is required.

GENERAL SERVICE SECONDARY VOLTAGES

Optional Space and Water Heating Rider

Availability:

Available to any general service customer taking service under the Company's general service-secondary voltages rate (Rate 21), where the customer has installed the necessary wiring that will permit the Company to separately meter the operation of specified qualifying electrical equipment.

Not available for standby service or to customers served at other than secondary voltages.

This rider provides for one separately metered service to qualifying equipment and is applicable only to space and water heating load.

Qualifying Equipment:

Qualifying equipment includes electric space conditioning, water heating and stored energy systems.

Electric water heating equipment must have a minimum aggregate tank capacity of eighty (80) gallons when the only equipment served under this rider is electric water heating.

No equipment except that specified as qualifying equipment shall be connected to the separately metered service provided under this rider. Where it is determined that non-qualifying loads are served under the rider, the rider shall be terminated immediately, and Rate 21 will be applicable for billing.

Provisions:

Controlled service will be provided under the rider on a year-round basis, except that where space cooling equipment is included as part of the qualifying equipment rider service will be provided only during the winter period, October through May. Controlled service is subject to a continuous interruption of two hours in any six hour period.

Seasonal service will be provided without control under the rider during the winter period, October through May.

Each installation shall be approved only after verification has been made by the Company that compliance requirements have been met. Periodic checks of the installed facilities will be made by Company representatives to verify continuing compliance with the Company's requirements.

The minimum service period for this rider is twelve consecutive months.

All provisions under Rate 21 shall be applicable.

Rate:

The following net monthly charges shall apply:

Customer Charge: \$7.00

Energy Charge:

Controlled Service All kWh, per kWh 2.09¢

Seasonal Service All kWh, per kWh 2.30¢

Billing:

Rate 21 shall apply to all rider service usage during those months where rider service is not applicable except the customer charge shall be \$7.00 and the minimum charge shall be waived.

Fuel Adjustment:

The energy charge shall be adjusted in accordance with the Electric Fuel Component Rider shown on Sheet No. 40.

GENERAL SERVICE - LARGE
DISTRIBUTION PRIMARY AND TRANSMISSION VOLTAGES

Availability

Available to general service installations requiring distribution primary or transmission voltage service.

Service:

All service under this rate will be served through one meter for each installation.

Alternating current, 60 Hz, three phase, at primary or transmission voltages as available from suitable facilities of adequate capacity adjacent to the premises to be served. The customer will be responsible for all transforming, controlling, regulating and protective equipment and its operation and maintenance.

Rate:

The net monthly charge per customer shall be:

Capacity Charge:

First 4,000 kVA of billing demand, per kVA	\$18.36
Additional kVA of billing demand, per kVA	\$14.45

Energy Charge:

First 250 kWh per kVA of billing demand, per kWh	2.56¢
Over 250 kWh per kVA of billing demand, per kWh	0.92¢

Discount:

The capacity charge and energy charge shall be reduced by:

- 3.0% if customer receives service directly from 23,000 or 34,500 volt transmission system.
- 5.0% if customer receives service directly from 69,000 volt transmission system.
- 7.5% if customer receives service directly from 138,000 volt transmission system.

The discounts shall not apply to the fuel adjustment.

Billing Demand in kVA:

The billing demand for the month shall be the greatest of:

- (1) The measured demand determined from the highest kVA registration of a thermal or 30-minute integrating type meter.
- (2) 60% of the highest billing demand during the preceding eleven months.*
- (3) 100 kVA.
- (4) The contract demand.

If metering capable of determining the power factor of measured demands is installed, (1) above shall be replaced by the following:

- (1) The measured demand determined from the highest lagging kVA or the highest kW.

* Pursuant to Demand Ratchet Waiver Rider, Sheet No. 27, the 60% billing demand ratchet provision is temporarily waived.

When metering capable of measuring on-peak and off-peak demands is in use, the customer's measured demand shall be the greater of the on-peak demand or 25 percent of the off-peak demand. Where a customer has the capability of moving a deferrable demand to an off-peak period and desires to do so, the Company will provide the metering capability to measure demands occurring during on-peak and off-peak periods upon payment by the customer of an amount equal to the additional cost of a time-of-day meter.

On-peak periods are from 8:00 A.M. to 9:00 P.M. Local time Monday through Friday, except for the following Legal holidays observed during these periods: New Years Day, ' Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. These observed legal holidays and all-other periods shall be off-peak.

Where it has been demonstrated that through Load management equipment or other procedures a customer has shifted 40% of his Load to the off-peak period on an on-going basis and such change of Load will cause the 60% billing demand ratchet provision to be used in billing the account, the customer may be allowed to reestablish his maximum demand for billing purposes.

The Company shall not be required to increase the capacity of any service facilities in order to furnish off-peak demands. The Company reserves the right, upon 30 days notice to customers affected, to change the time or times during which on-peak demands may be established.

Minimum Charge:

The minimum monthly charge shall be the capacity charge.

Applicable Riders:

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown:

<u>PIP Adjustment</u>	<u>Sheet No. 54</u>
<u>Fuel Adjustment</u>	<u>Sheet No. 40</u>

(D)
(T)

Adjustment for Secondary Metering:

The Company reserves the right to install the metering equipment on either the primary or secondary side of the customer's transformers, and when installed on the secondary side, compensating-metering equipment will be used to correct transformer Losses for transmission service. Primary service will be corrected by increasing the demand and energy registrations by 2%.

Terms of Payment:

The net amount is due and payable within fifteen days after the date of mailing of the bill. If the net amount is not paid on or before the date shown on the bill the gross amount, which is 2% more than the net amount, is due and payable. The terms of payment for bills rendered to government accounts shall be in accordance with Sheet No. 55, Late Payment Charges for Government Accounts.

Auxiliary or Standby Service:

When auxiliary or standby service is furnished, a contract demand shall be established by mutual agreement and shall be specified in the service contract.

No reduction in contract demand shall be permitted during the term of the contract. In recontracting for auxiliary or standby service, the new contract demand shall not be less than 60% of the highest billing demand during the Last eleven months of the previous contract.

The Demand Ratchet Waiver Rider, Sheet No. 27, shall not be applicable to customers receiving auxiliary or standby service without a contract for such service.

Interruptible Provision:

The Company will negotiate providing interruptible service to a customer, upon request by the customer where it can be demonstrated that there is an interruptible Load of at Least 1,000 kW, which may, at the customer's option, include the following:

(T)

- a. the number of average annual hours of potential interruption;
- b. the hours each month during which interruption may occur;
- c. the potential duration of such interruptions;
- d. the months during which interruption may not occur; and
- e. a statement of the number of guaranteed firm service hours each month.

Rules and Regulations:

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service.

The Company's general policy of supplying regulated voltages does not apply to this rate schedule.

Contract:

Electric service hereunder will be furnished in accordance with a written contract which by its term Shall be in full force and effect for a minimum period of one year and Shall continue in force thereafter from year to year unless either party shall give to the other not less than 60 days notice in writing prior to the expiration date of any said yearly periods that the contract Shall be terminated at the expiration date of said yearly period. When a contract is terminated in the manner provided herein, the service will be discontinued.

When the service is reestablished for the benefit of the same customer at the same Location within a period of less than twelve months from the date when service was discontinued, all of the conditions during the previous contract period applicable to billing shall apply and the billing demand shall not be Less than 60% of the highest billing demand during the Last eleven months of the previous contract period.

GENERAL SERVICE

Partial Service Rider

Applicability:

(T)

This Rider applies to general service customers having on-site generation equipment capable of supplying a portion of their power requirements for other than emergency purposes.

Service Terms and Conditions:

Backup Reservation Service and Scheduled Maintenance Service:

Backup Reservation Service and Scheduled Maintenance Service is capacity that the Company reserves to replace capacity normally provided by the customer's on-site generating facilities. The contract shall designate the amount of Specified Backup Capacity and the amount of Specified Scheduled Maintenance Capacity, but in no event will the Specified Backup Capacity or the Specified Scheduled Maintenance Capacity exceed the net capability of the customer's generating facility. The Specified Scheduled Maintenance Capacity shall not exceed the Specified Backup Capacity. Both services shall be considered firm up to the Limits specified in the contract for partial service.

The customer shall notify the Company within 24 hours of the occurrence of a partial or full outage affecting the generating facilities when the duration of such outage is expected to extend for a period greater than 3 days, and again within 24 hours after the end of such outage. ALL verbal notifications will be confirmed in writing.

Backup Reservation Service:

If a customer has not contracted for Supplementary Service, and the recorded demand for such customer exceeds the Specified Backup Capacity in any month, then the Specified Backup Capacity shall be increased to reflect such excess during the remaining term of the contract, but not to exceed the capability of the customer's generation facilities.

If a customer has contracted for Backup Reservation Service in an amount less than the net capability of the customer's generating facilities, and the recorded demand for such customer exceeds the sum of the Specified Supplementary Capacity plus Specified Backup Capacity, then the Specified Backup Capacity shall be increased to reflect such excess during the remaining term of the contract, but not to exceed the capability of the customer's generation facilities.

Scheduled Maintenance Service:

For customers contracting for Scheduled Maintenance Service, the customer shall notify the Company 60 days in advance of the beginning of each calendar year of its preferred maintenance schedule for its generating facilities. Upon agreement by the Company, a preliminary maintenance schedule will be established for the customer. The scheduled maintenance may be cancelled by the Company at any time with 5 days' notice prior to the commencement of the scheduled maintenance if conditions on the Company's system warrant such cancellation or at any time prior to the start of each weekly period by the customer with 5 days' notice. Scheduled maintenance cancelled pursuant to the conditions described above shall be rescheduled in a manner acceptable to the customer and the Company.

Scheduled maintenance Service shall be provided for a maximum of two thirty-day periods in any 12-month period. Nothing shall preclude the customer from performing maintenance within the Limits of the contract at any time. With the exception of the 5 day notice described above, the maintenance schedule cannot be unilaterally altered but may be modified by mutual agreement.

Supplementary Service:

Supplementary Service is firm service in addition to Backup and/or Scheduled Maintenance Service. The contract demand for Supplementary Service shall not be greater than the amount of Specified Supplementary Capacity, or Less than the minimum in the otherwise Applicable Rate Schedule.

Filed pursuant to an order dated August 19, 1993, in Case No. 89-1001-EL-AIR before

The Public Utilities Commission of Ohio

Issued by W. R. Holland, President

Effective: August 23, 1993

Conditions:

All provisions in the otherwise Applicable Rate Schedule related to billing and terms and conditions of service shall apply to service under this Rider. The term "Otherwise Applicable Rate Schedule" as used herein refers to the rate schedule for service which would be applicable to the customer if it were a full service customer, except that if the otherwise applicable Rate Schedule does not set forth specific capacity charges then for billing purposes such rate schedule shall be appropriately adjusted, with Commission approval, to make the charges consistent with the provisions hereof.

In applying this Rider, or any part thereof, the Company does not waive the right to disconnect a customer who connects or operates equipment in parallel with the Company's system without approval of the Company or who in any way interferes with or jeopardizes service to other customers, endangers others or adversely affects the Company's operations.

The customer must comply with the General Conditions For Interconnection of Customer owned Generation with Ohio Edison System. Service under this Rider is subject to the Rules and Regulations of the Company on file with the Public Utilities Commission of Ohio.

Rate:

Administrative Charge

\$50.00 per month.

Backup Capacity Reservation Charge and Daily Backup Power:

The demand charges for Backup Capacity reserved and for Daily Backup Power taken shall be per the voltage Level the customer is served as follows.

<u>Voltage Level</u>	<u>Backup Capacity Reservation Charge</u>	<u>Daily Backup Power</u>
Secondary Voltage, per kW	\$4.41 per month	\$.89 per day
Primary Voltage, per kVA	4.06 per month	.87 per day
23 & 34.5 kV, per kVA	3.55 per month	.85 per day
69 kV, per kVA	3.20 per month	.83 per day
138 kV, per kVA	2.56 per month	.81 per day

Demands created by Daily Backup Power will not be used for demand ratchet calculations in future months.

Scheduled Maintenance Power:

Power used during periods of agreed upon scheduled maintenance shall be billed on an on-peak daily basis based upon one-half the demand charges for Daily Backup Power.

Billing Demand for Supplementary Service:

The billing demand for the month for Supplementary Service shall be calculated per the otherwise Applicable Rate Schedule with the exception that during periods of Daily Backup or Maintenance Power, each half-hour demand during the outage shall be reduced by the Lesser of (1) the contract demand for Backup or Maintenance Power, or (2) the amount of Backup or Maintenance Power actually used during that half hour as determined by interval metering of the Customer's on-site generation.

On peak periods are from 8:00 a.m. to 9:00 p.m. Local time Monday through Friday, except for the following Legal holidays observed during these periods: New Years Day, Martin Luther King, Jr. Day, Presidents' Day Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. These observed Legal holidays and all other periods shall be off-peak.

Billing Demand for Daily Backup Power or Maintenance Power

The daily billing demand for Backup or Maintenance Power shall be calculated during unavailability of the Customer's generation in the on-peak period by finding the greatest positive difference between (1) the Customer's actual Load taken from the Company and (2) their Billing Demand for Supplementary Service for that month. During months when the Customer's generation does not operate in the on-peak period, and the Customer is not taking Maintenance Power, Daily Backup Power billing demands shall not be calculated and the Customer's entire Load shall be billed under Supplementary Service.

Energy for Backup or Maintenance Power:

The Energy Charge for Backup Power or Maintenance Power shall be one cent per kWh with the exception of when Backup Power is billed at the Otherwise Applicable Rate Schedule for that billing month. Backup or Maintenance energy shall be calculated during outages of Customer's generation in the on-peak period by the summation of the positive differences between (1) the Customer's actual Load taken from the Company and (2) their Supplemental Load for that billing month.

(T)

Applicable Riders:

Rates and charges specified above shall be modified in accordance with provisions of the following applicable riders in the order shown:

<u>PIP Adjustment</u>	<u>Sheet No. 54</u>
<u>Fuel Adjustment</u>	<u>Sheet No. 40</u>

(D)

(T)

Maximum Charge:

The maximum billing period charge under this rider shall be Limited such that the Customer cannot be charged more than if his entire Load and energy was billed under the Otherwise Applicable Rate Schedule for that billing month plus the Administrative Charge of this rider.

Terms of Payment:

Terms of payment shall be the same as stated in the Otherwise Applicable Rate Schedule.

Contract

Service under this Rider shall be provided only after a Partial Service Contract is entered between the customer and the Company. The initial term of such contract shall not be less than one year and such term shall be automatically extended for the period specified unless cancelled. Contracts may be canceled by either party at the end of the initial term or extension thereof on not less than sixty days' prior written notice. Each such contract shall identify the Specified Backup Capacity, the Specified Scheduled Maintenance Capacity, the Specified Supplementary Capacity, and the Contract Demand for Supplementary Service.

Nothing in this Rider shall limit the customer and the Company from entering into individualized contracts for partial service, subject to Commission approval. Arrangements that provide for deviations from this tariff shall address the pertinent characteristics of the project that influence the cost of providing said service including the following:

- (1) The expected reliability of the partial service customer's generating service,
- (2) The ability of the partial service customer to accept interruptible service under backup conditions.
- (3) The ability of the partial service customer to reduce backup Load requirements during system peak hours, both on a seasonal and daily basis,
- (4) The Length of any scheduled outages,
- (5) Whether there is sufficient local facility capacity to serve the load,
- (6) Whether there is sufficient substation capacity to serve the load,
- (7) Whether there is sufficient transmission and generation capacity to serve the Load,
- (8) Whether the new or displaced load which is to be served under backup conditions requires a duplication of existing facilities which are currently dedicated to the service,

- (9) Whether short or Long-term purchase power is available and at a price which would act as a surrogate for utility-owned capacity,
- (10) Whether the duration of the arrangement allows for long-term utility planning of Least cost capacity availability, and
- (11) Whether service is backup for economic decisions to not operate customer-owned equipment or for mechanical availability reasons not to operate customer-owned or supplied equipment.

Facilities and Services:

The customer shall install required interconnection facilities as set forth in interconnection policies of the Company. The customer shall reimburse the Company for all additional costs directly associated with ownership and operation and maintenance of Company supplied facilities and services required to provide parallel service.

(D)

Where additional transmission and/or distribution facilities are specifically required to provide partial service and where the estimated partial service revenue is insufficient to justify the additional investment required to furnish such service, the Company reserves the right to require the customer to pay for all or any portion of the costs associated with providing the facilities.

The customer shall reimburse the Company for the cost of installing, maintaining and/or continuing to provide additional, modified or special facilities and services which are required solely to provide scheduled maintenance power.

General Provisions:

If the customer refuses to sign a Partial Service Contract, service to the customer may be denied or terminated.

GENERAL SERVICE

Unmetered Service

Availability:

Available for General Service Secondary Voltages (Rate Schedule No. 21) and Lighting Service, All-Night Outdoor Lighting Rate (Rate Schedule No. 33) services with loads of constant wattage such that the monthly use may be calculated accurately and where the Company and the customer agree to unmetered service.

Terms and Conditions of Service:

The service furnished and bills rendered shall be in accordance with the corresponding applicable rate schedule in effect. Bill calculations for each point of delivery shall be made in accordance with the appropriate rate schedule.

The monthly billing load, where applicable, shall be the connected load in kilowatts. The monthly billing kilowatt-hours shall be the product of hours use times connected load.

Special Rules:

The customer shall notify the Company of the initial connected load and hours use of the service and shall provide advance notice of each subsequent change in such load or hours use. The Company may make an inspection of the customer's equipment at any time to verify connected loads and hours use. In the event of the customer's failure to notify the Company of an increase in load, the Company reserves the right to refuse to provide unmetered service at the delivery point thereafter.

GENERAL SERVICE

Industrial Development Assistance Rider

Industrial customers served under the Company's General Service - Large, Sheet No. 23, with magnetic tape metering installed may request from the Company additional power on a temporary basis in order to take advantage of special business opportunities. At the Company's sole discretion, such requests may be approved for a maximum period of three months.

A minimum contract demand shall be established by the Company for the customer during the period the temporary power is being supplied, based on previous billing loads, to assure that the additional power scheduled relates only to additional business. This scheduled additional power shall be exempted from application of the demand ratchet provisions in Sheet No. 23 during the subsequent eleven month period.

The additional power shall be scheduled on a weekly basis and billed under the provisions of Sheet No. 23. Such bills shall be prorated on a weekly basis.

GENERAL SERVICE
Demand Ratchet Waiver Rider
(Temporary)

The billing demand provision in the General Service-Large rate which provides that the billing demand for the month shall not be less than 60% of the highest billing demand during the preceding eleven months is waived.

GENERAL SERVICE - HIGH USE MANUFACTURING

Distribution Primary and Transmission Voltages

Availability:

Available to customer's manufacturing plants with monthly contracted demand greater than 8,000 kVA.

For purposes of determining whether the 8,000 kVA criteria is met, customers with multiple manufacturing plants in Ohio Edison's service territory whose contract demands aggregate to 8,000 kVA, but not less than 2,500 kVA at any one plant, may also take service under this tariff at the appropriate voltage level. Such aggregation shall not be used for billing purposes. (T)

The continuing availability of the tariff shall be as determined by the Commission in Case No. 95-830-EL-UNC.

Service:

All service under this rate will be served through one meter for each installation.

Alternating current, 60 Hz, three phase, at primary or transmission voltages as available from suitable facilities of adequate capacity adjacent to the premises to be served. The customer will be responsible for all transforming, controlling, regulating and protective equipment and its operation and maintenance.

Rate:

The net monthly charge per service shall be:

Capacity Charge:

	<u>Per kVA of Billing Demand, per kVA</u>					
	<u>Effective for bills rendered as of the tariff date</u>					
	<u>and the beginning of the revenue month for subsequent years</u>					
<u>Date of</u>	<u>January</u>	<u>January</u>	<u>January</u>	<u>January</u>	<u>January</u>	
<u>This Tariff</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>	<u>2001-2005</u>	
First 8,000 kVA	\$19.21	\$18.79	\$18.37	\$17.95	\$17.53	\$17.11
Next 16,000 kVA	16.75	16.10	15.45	14.80	14.15	13.50
Over 24,000 kVA	13.50	12.50	11.50	10.50	10.50	10.00

Energy Charge:

All kWh, per kWh 0.92 ¢ (D)

Discount:

The capacity charge and energy charge shall be reduced by: (T)

3.0% if customer receives service directly from 23,000 or 34,500 volt transmission system.

5.0% if customer receives service directly from 69,000 volt transmission system.

7.5% if customer receives service directly from 138,000 volt transmission system.

The discounts shall not apply to the fuel and PIP riders. (T)

Billing Demand in kVA:

The billing demand for the month shall be the greatest of-

- (1) The highest measured 30-minute on-peak lagging kVA demand.
- (2) The highest measured 30-minute on-peak kW demand.
- (3) 2,500 kVA.
- (4) The contract demand.

When metering capable of measuring on-peak and off-peak demands is in use, the customer's measured demand shall be the greater of the on-peak demand or 25 percent of the off-peak demand. Where a customer has the capability of moving a deferrable demand to an off-peak period and desires to do so, the Company will provide the metering capability to measure demands occurring during on-peak and off-peak periods upon payment by the customer of an amount equal to the additional cost of a time-of-day meter.

On-peak periods are from 8:00 A.M. to 9:00 P.M. local time Monday through Friday, except for the following legal holidays observed during these periods: New Years Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. These observed legal holidays and all other periods shall be off-peak. The Company reserves the right, upon 30 days notice to customers affected, to change the time or times during which on-peak demands may be established.

The Company shall not be required to increase the capacity of any service facilities in order to furnish off-peak demands.

Minimum Charge:

The minimum monthly charge shall be the capacity charge.

Applicable Riders:

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown:

<u>PIP Adjustment</u>	<u>Sheet No. 54</u>
<u>Fuel Adjustment</u>	<u>Sheet No. 40</u>

(D)
(T)

Adjustment for Secondary Metering:

The Company reserves the right to install the metering equipment on either the primary or secondary side of the customer's transformers, and when installed on the secondary side, compensating metering equipment will be used to correct transformer losses for transmission service. Primary service will be corrected by increasing the demand and energy registrations by 2%.

Terms of Payment:

The net amount is due and payable within fifteen days after the date of mailing of the bill. If the net amount is not paid on or before the date shown on the bill the gross amount, which is 2% more than the net amount, is due and payable. The terms of payment for bills rendered to government accounts shall be in accordance with Sheet No. 55, Late Payment Charges for Government Accounts.

Auxiliary or Standby Service:

When auxiliary or standby service is furnished, a contract demand shall be established by mutual agreement and shall be specified in the service contract.

No reduction in contract- demand shall be permitted during the term of the contract. In recontracting for auxiliary or standby service, the new contract demand shall not be less than 60% of the highest billing demand during the last eleven months of the previous contract.

Interruptible Provision:

The Company will negotiate providing interruptible service to a customer, upon request by the customer where it can be demonstrated that there is an interruptible load of at least 1,000 kW, which may, at the customer's option, include the following:

- a. the number of average annual hours of potential interruption;
- b. the hours each month during which interruption may occur;
- c. the potential duration of such interruptions;
- d. the months during which interruption may not occur; and
- e. a statement of the number of guaranteed firm service hours each month.

Rules and Regulations:

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service.

The Company's general policy of supplying regulated voltages does not apply to this rate schedule.

Contract:

Electric service hereunder will be furnished in accordance with a written contract which by its term shall be in full force and effect for a minimum period of one year and shall continue in force thereafter from year to year unless either party shall give to the other not less than 60 days notice in writing prior to the expiration date of any said yearly periods that the contract shall be terminated at the expiration date of said yearly period. When a contract is terminated in the manner provided herein, the service will be discontinued.

When the service is re-established for the benefit of the same customer at the same location within a period of less than twelve months from the date when service was discontinued, all of the conditions during the previous contract period applicable to billing shall apply and the billing demand shall not be less than 60% of the highest billing demand during the last eleven months of the previous contract period.

Ohio Edison Company
Akron, Ohio

P.U.C.O. No. 10

First Revised Sheet No. 29
Canceling Original Sheet No. 29

GENERAL SERVICE - INTERRUPTIBLE ELECTRIC ARC FURNACE RATE

Availability:

Available to customers that operate at least 25 MW of electric arc furnace capacity exclusively to melt scrap steel on a continuous basis for at least 120 hours per week. Economic interruptions shall not be used in such determination.

The customer's usage other than electric arc furnace shall be billed on the otherwise applicable tariff.

The electric arc furnace load must be separately identified with metering and totally interruptible. The customer will provide the Company with reasonable evidence that its interruptible electric load can be interrupted within ten (10) minutes. With the exception of any incremental load or new economic development load added after the effective date of this tariff, total realizable interruptible capacity for all customers served under an interruptible tariff, rider or special contract in the Company's corporate control system is limited to 300,000 kW.

Any on-site generation added after November 1, 1995 shall be used solely for the purpose of supplying the customer's electricity needs during times of requested interruptions.

The continuing availability of the tariff shall be as determined by the Commission in Case No. 95-830-EL-LTNC.

Service:

Alternating current, 60 Hz, three phase, at 138,000 volts or higher as available from suitable facilities of adequate capacity adjacent to the premises to be served. The customer will be responsible for all transforming, controlling, regulating and protective equipment and its operation and maintenance.

Transmission service provided under this Tariff shall be considered firm.

The interruptible energy supplied during an economic interruption request calculated at the customer's meter must be increased to the generation level to account for system losses. Interruptible energy shall be separately metered and each hourly kW then multiplied by 1.031.

Ohio Edison Company
Akron, Ohio

P.U.C.O. No. 10

First Revised Sheet No. 29
Canceling Original Sheet No. 29

Rate:

The net monthly charge for the usage of the electric arc furnace inclusive of a transmission discount, shall be:

(T)

Energy Charge:

<u>Effective on a bills rendered</u> <u>basis for the period</u>	<u>Effective Date of</u> <u>This Tariff Through</u>	
	<u>January 1, 2001</u>	<u>Through</u> <u>December 31, 2005</u>
<u>All on-peak kWh, per kWh</u>	<u>3.05¢</u>	<u>2.650¢</u>
<u>All off-peak kWh, per kWh</u>	<u>0.851¢</u>	<u>0.851¢</u>

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On-peak periods are from 8:00 A.M. to 9:00 P.M. local time Monday through Friday, except for the following legal holidays observed during these periods: New Years Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. These observed legal holidays and all other periods shall be off-peak. The Company reserves the right, upon 30 days notice to customers affected, to change the time or times during which on-peak periods may be established.

The customer shall attempt to maintain a power factor of at least 90 percent lagging during the maximum 30-minute on-peak measured total plant load, the combination of the arc furnace and other load, in a billing month. If the customer's power factor for its entire load at the time of its on-peak maximum load for the billing month is less than 90 percent lagging, the above energy charges used for billing that month shall be multiplied by the ratio of 90 percent to the customer's actual power factor. No adjustment shall be made in the energy charges for billing months in which this power factor at the time of that month's maximum on-peak load is higher than 90 percent lagging.

The Company shall not be required without compensation from the customer to increase the capacity of any service facilities in order to furnish demands.

Minimum Charge:

The minimum monthly charge shall be \$100,000.

Applicable Riders:

Rates and charges specified above shall be modified in accordance with provisions of the following applicable Riders in the order shown:

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PIP Adjustment	Sheet No. 54
Fuel Adjustment	Sheet No. 40

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The EFC Rider shall not apply to interruptible energy supplied during a requested economic interruption.

(D)

Economic Interruption:

The Company reserves the right to interrupt service to the customer's interruptible load whenever the incremental revenue to be received from the customer is less than the anticipated incremental expense to supply the interruptible energy for the particular hour(s) of the interruption request. The Company will endeavor to give customers as much notice as possible of an economic interruption request, but shall give customers no less than ninety (90) minutes notice. Economic interruption requests shall be tied to clock hours. When notifying customers of an economic interruption request, the Company will give customers an estimated end time for such interruption. If the customer reduces its load to at least the firm load for every metered half hour during a requested economic interruption, then it shall be deemed that the customer complied with the economic interruption request.

When an economic interruption is requested by the Company, the customer may choose to forego the interruption. If the customer chooses to forego an economic interruption, it may do so by directing the Company to supply replacement electricity or requesting the Company to buy replacement electricity from a third-party supplier on the customer's behalf. The Company shall take title to all such third-party replacement electricity. If a customer foregoes an economic interruption, energy used above the firm level during the period of economic interruption shall be subtracted from the appropriate tariff billing. PIPP, non-system transmission costs and all appropriate taxes shall be added to the cost of any replacement electricity used during a requested economic interruption. Additionally, any replacement electricity shall be subject to a 0.49c/kWh fee for services provided by the Company.

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Upon receipt of the request for an economic interruption, a customer must respond back to the Company within thirty (30) minutes indicating whether it intends to interrupt and if so whether it wants the Company to supply replacement electricity for it or if it wants the Company to endeavor to buy from a specified third-party and if so which third-party supplier it desires to have the Company endeavor to obtain. Customers who have effective contracts with the Company that specify that the Company will provide replacement electricity during periods of economic interruptions need not so notice the Company and replacement electricity will be provided pursuant to the terms of such

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contract. If a customer informs the Company that it intends to buy-through economic interruption requests and who it intends to use as a third-party supplier at least two business days prior to any economic interruption request, the customer also need not so notice the Company. However, such third-party supplier must still submit a schedule for replacement power as specified herein.

An administrative charge of \$75 shall be charged each time a customer buys through an economic interruption.

The Company will use its best efforts to meet the customer's request for a third-party supplier, provided that such specifications do not involve the use of inappropriate operating practices or otherwise negatively affect the Company's ability to meet the requirements of its firm electric service customers.¹ All costs incurred by the Company to obtain and deliver replacement electricity from a third-party supplier shall be borne by the customer receiving replacement electricity. Should the Company not be able to obtain such power from the customer's designated source or should the customer indicate forthcoming compliance with an economic interruption request and then not interrupt, then the cost of the interruptible power used by the customer shall be determined on an after the fact basis with the most expensive power used during such period being assigned to such customer.

Customers who have not previously made arrangements for replacement power and who notify the Company within the thirty (30) minute notice period that they desire the Company to supply replacement electricity during a specific economic interruption request shall pay the cost of energy obtained or generated by the Company on a best efforts basis at the lowest cost after all other prior obligations are met.

When an economic interruption is requested and the customer does not specify a replacement electricity source within thirty (30) minutes of notice, then the Company will endeavor to obtain or generate replacement electricity on behalf of the customer. The customer shall pay the cost of the interruptible electricity used by the customer with the cost being determined on an after the fact basis with the most expensive power used during such period being assigned to such customer.

Emergency Interruption:

When the Company determines that the operation of its system requires curtailment of a customer's interruptible service, the customer must interrupt its interruptible load on or

¹ Best efforts shall mean actions that are reasonable, prudent and consistent with good utility practice. Best efforts do not include fiduciary or extraordinary action.

before the time specified by the Company. The Company will endeavor to alert customers as soon as possible of such a forthcoming emergency interruption, but shall provide not less than ten (10) minutes notice. Replacement electricity provisions of this Tariff shall not apply during an emergency interruption of the customer.

Compliance With Emergency Interruption Requests:

The customer must stay below its contractual firm load during every metered clock half hour of an emergency interruption request. A customer's load shall be determined using the greater of the customer's highest lagging kVA or highest kW during the requested emergency interruption. Failure to stay below firm load shall result in one of the following: If the customer reduces its load to within 110% of, but higher than its firm load, the customer shall forfeit a portion of the discount it received under this Tariff or previously interruptible agreement as compared to what it would have been billed under the Company's otherwise applicable tariff for the then current billing period and the prior eleven billing periods. The percentage of the forfeited discount that shall be billed to the customer shall equal the percentage over which the customer's load, during the requested emergency interruption, exceeded the firm load specified in a contract between the customer and the Company. If the customer fails to reduce its load to at least 110% of the firm load, then the customer shall be billed under the Company's otherwise applicable tariff for the current billing period and the prior eleven billing periods. In the latter case, the customer shall also be removed from this Tariff, subject to the return to firm service provision contained herein, and shall not be permitted to receive interruptible service under a rider, tariff or special contract for a three (3) year period. In addition to the above, the customer shall be responsible for the cost of any replacement electricity used during the requested emergency interruption, plus PIPP, any non-system transmission costs, all appropriate taxes, and a 0.490/kWh fee for services provided by the Company.

Replacement Electricity:

Emergency power purchased by the Company pursuant to FERC approved tariffs or contracts shall not be available to customers taking interruptible service under this Tariff except to the extent that the Company is required to serve as a default supplier during a requested economic interruption.

The designated replacement electricity shall have the same priority as comparable wholesale transactions.

The Company is not required to provide alternative replacement electricity during the economic interruption period. If for any reason during an interruption when the customer is being served through replacement electricity purchases and the customer is notified

either directly or through its third-party supplier that replacement electricity from its designated electricity source is no longer available, then at the Company's option, the customer shall either interrupt its interruptible load within ten (10) minutes of notification or shall pay the actual cost to the Company of supplying the replacement electricity that the customer uses after notification and during the economic interruption request, with such cost being determined after the fact on an incremental basis using the most expensive power utilized during that period.

If the replacement electricity source fails to deliver scheduled replacement electricity, the Company reserves the right to either interrupt service to the customer or bill the customer for the actual cost to the Company to supply the replacement electricity which cost shall be determined after the fact on an incremental basis using the most expensive power utilized during that period. Further, the customer shall indemnify and hold the Company harmless for any damages to persons or property occurring at the customer's premises resulting from the interruption of the customer by the Company when the replacement electricity source fails to deliver replacement electricity as scheduled.

The procurement of replacement electricity shall be subject to all scheduling practices normally required by the Company as consistent with standard utility practices.

All additional costs required to verify the scheduled delivery of replacement electricity from the replacement electricity source shall be borne by the customer or third-party supplier that initiates the incurrence of such additional costs.

If the customer uses more interruptible energy (adjusted for losses) than was scheduled between the Company and the third-party supplier for that customer during the economic interruption, the additional energy used by the customer shall be billed at the actual cost to the Company to supply that power which shall be determined after the fact on an incremental basis using the most expensive power utilized during that period.

The customer shall be responsible for all out-of-pocket and economic costs associated with capacity/energy imbalances resulting from difference between scheduled and actual replacement energy delivered by the replacement electricity source. The Company will compensate the customer or electricity supplier, as appropriate, for replacement power delivered but not used by the customer, adjusted for losses, the lesser of: 1) the Company's marginal costs of generation, 2) the cost of other purchased power at the time the power was delivered or 3) the cost of the replacement power, except when the unused power caused additional costs to the Company by creating system operating instability, including a deviation from economic dispatch. Such additional costs will be the customer's responsibility. The Company will notify the customer as soon as reasonably practical of such system instability.

The Company reserves the right to interrupt the sale of replacement electricity to the customer if, in the sole judgment of the Company, such electricity is required to maintain service to the Company's firm electric service customers and no other sources are available to the Company, for system integrity purposes or for emergency power sales to other utilities. In the event that all or any portion of a supply of designated replacement electricity is captured or used by the Company to support service to other customers as a result of the direct action by the Company and a customer must curtail all or a portion of its interruptible load, the customer not receiving the designated replacement electricity shall be entitled to reasonable reimbursement from the Company for actual incurred costs related solely to the cost of such captured replacement electricity. Any such interruption will be remedied as quickly as reasonably possible and preceded by the use of reasonable alternatives consistent with good utility practice to avoid the interruption.

Alternate Third-Party Suppliers:

A customer may identify up to five (5) potential third-party alternative electricity suppliers from which the Company will purchase power. Prior to acting as a third-party supplier, a candidate must have a FERC approved system power transaction agreement with the Company.

Service under this Tariff and the ability of a third-party supplier to provide electricity is also subject to the prior completion of all necessary contracting, including appropriate interchange agreements and/or tariffs, and approval of such agreements and/or tariffs by any regulatory authority that assumes jurisdiction over such service. Prior to being able to serve as a replacement electricity source, a potential replacement electricity source shall insure compliance with all standards set by the Company with respect to credit worthiness, technical and operational feasibility of using the replacement electricity source, compliance with interconnection standards, system integrity and safety provisions, among others. All additional costs incurred by the Company to qualify the replacement electricity source shall be borne by that source. A third-party supplier must also agree to provide billing information in the format requested by the Company so as to enable the Company to appropriately bill customers.

Third-party suppliers meeting the above-stated criteria and chosen by a customer as its designated source for a specific economic interruption period must submit to the Company at least thirty (30) minutes prior to the start of the economic interruptible period, a schedule of interruptible power to be delivered during the requested economic interruption listing (MW) by hour by customer in whole megawatts. The Company shall verify the energy received from the third-party supplier as compared to the schedule submitted by such third-party supplier. The Company shall bill the customer for the cost of such verified replacement electricity based on the billing it receives from the designated source.

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In all cases, the customer shall be responsible for any amount billed to the Company by the customer's third-party source for supplying the verified electricity on behalf of such customer. Failure to pay such amount shall be considered a failure to pay for electric service. Any dispute between what a customer requested and what a third-party supplier scheduled shall be handled between the customer and the third-party supplier.

If a designated third-party supplier fails to submit a schedule at least thirty (30) minutes prior to the start of the interruptible period, the Company will endeavor to supply the replacement electricity for the customer and the customer shall pay all costs of supplying such power. The cost of such replacement electricity shall be determined on an after the fact basis with the most expensive power used during such period being assigned to such customer.

Customer Schedule:

When requested to do so by the Company, the customer shall submit its schedule of the estimated on-peak demand for the succeeding week to the Company.

Minimum Provisions To Return to Firm Electric Service:

A customer taking service under this Tariff shall be required to provide the Company with three (3) years prior written notice before returning to firm service, consistent with system planning criteria. Concurrent with providing the Company with notice of its intent to return to firm electric service, the customer shall also enter into a firm electric service contract with the Company that will become effective at the end of the notice period agreed to by the customer and the Company for the customer to return to firm electric service.

The customer must meet the minimum commitments, in terms of length of contract, discontinuance of service and any other provision applicable to a new firm electric service customer served under the same schedule.

Upon mutual agreement, the customer may return to firm electric service from interruptible electric service with less than the agreed-upon notice, subject to the condition that the customer will be billed for such firm electric service at a rate equal to the applicable firm electric service rate plus any reasonable additional costs beyond the firm electric service rate incurred by the Company in providing such firm electric service to the returning customer, until the previously contracted notice requirement is fulfilled. Such rates shall be subject to review through a filing made by the Company with the Public Utilities Commission of Ohio.

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If the Company has insufficient capacity to service the customer on a firm electric service basis prior to the expiration of the notice period and no alternative electricity source is available, the customer shall be required to maintain interruptible electric service status until the notice requirement is fulfilled or an alternative electricity supply can be obtained by the Company.

Metering and Communication:

Prior to receiving service under this Tariff, the customer, at its cost, shall cause the following equipment to be installed: (1) dedicated telephone circuit for exclusive use by the Company, (2) any Company required communication equipment, and (3) metering provided by the Company to enable the Company to separately identify the usage of the electric arc furnace. The Company reserves the right to require any modifications necessary for accurate metering.

Operation, maintenance and functionality of such communication equipment at the customer's site shall be the sole responsibility of the customer. The Company shall be responsible for sending an interruption notice. Receipt of such notice shall be the sole responsibility of the customer.

All costs of any necessary metering, communication and other equipment necessary for the implementation of this Tariff shall be borne by the customer. Such costs shall include the costs of any equipment required to verify the scheduled delivery of replacement electricity from the designated replacement electricity source to the Company.

Terms of Payment:

The net amount is due and payable within fifteen days after the date of mailing of the bill. If the net amount is not paid on or before the date shown on the bill the gross amount, which is 2% more than the net amount, is due and payable.

Rules and Regulations:

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service.

The Company's general policy of supplying regulated voltages does not apply to this rate schedule.

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Contract:

Interruptible electric service hereunder will be furnished in accordance with a written contract with a term of three (3) years, which will continue in effect thereafter unless either party shall give to the other not less than three (3) years notice in writing. The Company will waive this requirement for temporary incremental load where system operating conditions and reliability will not be harmed. The indemnity provision provided for herein shall survive the termination of the contract. Any return to firm electric service shall be governed by the other terms and conditions provided for in this Tariff.

Filed pursuant to Finding and Order dated October 17, 1996 in Case No. 95-866-EL-UNC before

The Public Utilities Commission of Ohio

Issued by H. P. Burg, President

Effective: November 1, 1996

Interruptible Rider

General Service - Large and High Use Manufacturing

Availability:

Available to general service customers (General Service - Large (Rate 23)) and General Service - High Use Manufacturing (Rate 28), where the customer can demonstrate that there is an interruptible load of at least 1,000 kW and that such load is capable of interruption within ten (10) minutes of notice. With the exception of any incremental load or new economic development load added after the effective date of this Rider, total realizable interruptible capacity for all customers served under an interruptible service tariff, rider or special contract in the Company's corporate control system is limited to 300,000 kW.

Service:

All service under this Rider will be served through one meter for each installation.

Unless specifically modified herein, all terms, conditions, rates and Riders contained in the tariff under which firm service is provided by the Company shall apply. The EFC Rider shall not apply to interruptible energy supplied during a requested economic interruption.

A firm load shall be contracted for between the customer and the Company. This firm load may be decreased or incremental firm load may be added by mutual agreement between the Company and the customer provided that advance written notice is given thirty (30) days prior to the effective billing month that the change is requested and the interruptible threshold has not been previously met. Transmission service provided under this Rider shall be considered firm.

The interruptible load shall be determined by subtracting the firm load from the lesser of the billing demand or the measured on-peak demand as specified in the otherwise applicable tariff. The customer will provide the Company with reasonable evidence that its interruptible electric load can be interrupted within ten (10) minutes.

The interruptible energy supplied during an economic interruption request calculated at the customer's meter must be increased to the generation level to account for system losses. Interruptible energy shall be calculated by subtracting the firm load from the metered energy every hour (negative results shall be deemed zero) and each hourly result then multiplied by: 1.031 for 138 kV service, 1.045 for 69 kV service, 1.044 for 23 or 34.5 kV service, and 1.076 for primary voltage service.

(Continued)

*Filed pursuant to Finding and Order dated October 17, 1996 in Case No. 95-866-EL-UNC before
The Public Utilities Commission of Ohio*

Interruptible Service Credit:

The Customer shall be billed under the appropriate Company firm tariff, pay an administrative charge of \$75 per buy-through and receive a credit per kVA of interruptible load based upon the monthly on-peak load factor of the customer's load. This credit shall be adjusted monthly and is not subject to a voltage discount. The following shall be used to determine the applicable credit per kVA for each month.

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On-Peak Load Factor:

<u>From</u>	<u>To But Not Including</u>	<u>Credit per KVA</u>
0	50%	\$ 0.00
50%	55%	2.76
55%	60%	3.02
60%	65%	3.29
65%	70%	3.55
70%	75%	3.68
75%	80%	4.07
80%	85%	4.34
85%	90%	4.60
90%	95%	4.86
95%	100%	5.13

On-peak load factor is defined as the measured on-peak kWh usage divided by the resultant of the maximum on-peak load multiplied by the actual on-peak hours in the period (load factor = kWh/{kVA x hours}). The resultant on-peak load factor shall be rounded down to the nearest whole number when comparing it to the above. When the customer complies with an interruption request, the entire interruption day shall be excluded from the on-peak load factor calculation (both on-peak hours and kWh usage).

Economic Interruption:

The Company reserves the right to interrupt service to the customer's interruptible load whenever the incremental revenue to be received from the customer is less than the anticipated incremental expense to supply the interruptible energy for the particular hour(s) of the interruption request. The Company will endeavor to give customers as much notice as possible of an economic interruption request, but shall give customers no less than ninety (90) minutes notice. Economic interruption requests shall be tied to clock hours. When notifying customers of an economic interruption request, the Company will give customers an estimated end time for such interruption. If the

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*Filed pursuant to Finding and Order dated October 17, 1996 in Case No. 95-866-EL-UNC before
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customer reduces its load to at least the firm load for every metered half hour during a requested economic interruption, then it shall be deemed that the customer complied with the economic interruption request.

When an economic interruption is requested by the Company, the customer may choose to forego the interruption. If the customer chooses to forego an economic interruption, it may do so by directing the Company to supply replacement electricity or requesting the Company to buy replacement electricity from a third-party supplier on the customer's behalf. The Company shall take title to all such third-party replacement electricity. If a customer foregoes an economic interruption, energy used above the firm level during the period of economic interruption shall be subtracted from the appropriate tariff billing. Additionally, PIPP, non-system transmission costs and all appropriate taxes shall be added to the cost of any replacement electricity used during a requested economic interruption.

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Upon receipt of the request for an economic interruption, a customer must respond back to the Company within thirty (30) minutes indicating whether it intends to interrupt and if so whether it wants the Company to supply replacement electricity for it or if it wants the Company to endeavor to buy from a specified third-party and if so which third-party supplier it desires to have the Company endeavor to obtain. Customers who have effective contracts with the Company that specify that the Company will provide replacement electricity during periods of economic interruptions need not so notice the Company and replacement electricity will be provided pursuant to the terms of such contract. If a customer informs the Company that it intends to buy-through economic interruption requests and who it intends to use as a third-party supplier at least two business days prior to any economic interruption request, the customer also need not so notice the Company. However, such third-party supplier must still submit a schedule for replacement power as specified herein.

The Company will use its best efforts to meet the customer's request for a third-party supplier, provided that such specifications do not involve the use of inappropriate operating practices or otherwise negatively affect the Company's ability to meet the requirements of its firm electric service customers.¹ All costs incurred by the Company to obtain and deliver replacement electricity from a third-party supplier shall be borne by the customer receiving replacement electricity. Should the Company not be able to obtain such power from the customer's designated source or should the customer indicate forthcoming compliance with an economic interruption request and then not interrupt, then the cost of the interruptible power used by the customer shall be determined on an

¹ Best efforts shall mean actions that are reasonable, prudent and consistent with good utility practice. Best efforts do not include fiduciary or extraordinary action.

(Continued)

Filed pursuant to Finding and Order dated October 17, 1996 in Case No. 95-866-EL-UNC before
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after the fact basis with the most expensive power used during such period being assigned to such customer.

Customers who have not previously made arrangements for replacement power and who notify the Company within the thirty (30) minute notice period that they desire the Company to supply replacement electricity during a specific economic interruption request shall pay the cost of energy obtained or generated by the Company on a best efforts basis at the lowest cost after all other prior obligations are met.

When an economic interruption is requested and the customer does not specify a replacement electricity source within thirty (30) minutes of notice, then the Company will endeavor to obtain or generate replacement electricity on behalf of the customer. The customer shall pay the cost of the interruptible electricity used by the customer with the cost being determined on an after the fact basis with the most expensive power used during such period being assigned to such customer.

Emergency Interruption:

When the Company determines that the operation of its system requires curtailment of a customer's interruptible service, the customer must interrupt its interruptible load on or before the time specified by the Company. The Company will endeavor to alert customers as soon as possible of such a forthcoming emergency interruption, but shall provide not less than ten (10) minutes notice. Replacement electricity provisions of this Rider shall not apply during an emergency interruption of the customer.

Compliance With Emergency Interruption Requests:

The customer must stay below its contractual firm load during every metered clock half hour of an emergency interruption request. A customer's load shall be determined using the greater of the customer's highest lagging kVA or highest kW during the requested emergency interruption. Failure to stay below firm load shall result in one of the following: If the customer reduces its load to within 110% of, but higher than its firm load, the customer shall forfeit a portion of the discount it received under this Rider or previously interruptible agreement as compared to what it would have been billed under the Company's otherwise applicable tariff for the then current billing period and the prior eleven billing periods. The percentage of the forfeited discount that shall be billed to the customer shall equal the percentage over which the customer's load, during the requested emergency interruption, exceeded the firm load specified in a contract between the customer and the Company. If the customer fails to reduce its load to at least 110% of the firm load, then the customer shall be billed under the Company's otherwise applicable

(Continued)

*Filed pursuant to Finding and Order dated October 17, 1996 in Case No. 95-866-EL-UNC before
The Public Utilities Commission of Ohio*

*Issued by H. P. Burg, President
Rate 73*

Effective: November 1, 1996

tariff for the current billing period and the prior eleven billing periods. In the latter case, the customer shall also be removed from this Rider, subject to the return to firm service provision contained herein, and shall not be permitted to receive interruptible service under a rider, tariff or special contract for a three (3) year period. In addition to the above, the customer shall be responsible for the cost of any replacement electricity used during the requested emergency interruption, plus PIPP, any non-system transmission costs, and all appropriate taxes.

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Replacement Electricity:

Emergency power purchased by the Company pursuant to FERC approved tariffs or contracts shall not be available to customers taking interruptible service under this Rider except to the extent that the Company is required to serve as a default supplier during a requested economic interruption.

The designated replacement electricity shall have the same priority as comparable wholesale transactions.

The Company is not required to provide alternative replacement electricity during the economic interruption period. If for any reason during an interruption when the customer is being served through replacement electricity purchases and the customer is notified either directly or through its third-party supplier that replacement electricity from its designated electricity source is no longer available, then at the Company's option, the customer shall either interrupt its interruptible load within ten (10) minutes of notification or shall pay the actual cost to the Company of supplying the replacement electricity that the customer uses after notification and during the economic interruption request, with such cost being determined after the fact on an incremental basis using the most expensive power utilized during that period.

If the replacement electricity source fails to deliver scheduled replacement electricity, the Company reserves the right to either interrupt service to the customer or bill the customer for the actual cost to the Company to supply the replacement electricity which cost shall be determined after the fact on an incremental basis using the most expensive power utilized during that period. Further, the customer shall indemnify and hold the Company harmless for any damages to persons or property occurring at the customer's premises resulting from the interruption of the customer by the Company when the replacement electricity source fails to deliver replacement electricity as scheduled.

The procurement of replacement electricity shall be subject to all scheduling practices normally required by the Company as consistent with standard utility practices.

(Continued)

*Filed pursuant to Finding and Order dated October 17, 1996 in Case No. 95-866-EL-UNC before
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All additional costs required to verify the scheduled delivery of replacement electricity from the replacement electricity source shall be borne by the customer or third-party supplier that initiates the incurrence of such additional costs.

If the customer uses more interruptible energy (adjusted for losses) than was scheduled between the Company and the third-party supplier for that customer during the economic interruption, the additional energy used by the customer shall be billed at the actual cost to the Company to supply that power which shall be determined after the fact on an incremental basis using the most expensive power utilized during that period.

The customer shall be responsible for all out-of-pocket and economic costs associated with capacity/energy imbalances resulting from difference between scheduled and actual replacement energy delivered by the replacement electricity source. The Company will compensate the customer or electricity supplier, as appropriate, for replacement power delivered but not used by the customer, adjusted for losses, the lesser of: 1) the Company's marginal costs of generation, 2) the cost of other purchased power at the time the power was delivered or 3) the cost of the replacement power, except when the unused power caused additional costs to the Company by creating system operating instability, including a deviation from economic dispatch. Such additional costs will be the customer's responsibility. The Company will notify the customer as soon as reasonably practical of such system instability.

The Company reserves the right to interrupt the sale of replacement electricity to the customer if, in the sole judgment of the Company, such electricity is required to maintain service to the Company's firm electric service customers and no other sources are available to the Company, for system integrity purposes or for emergency power sales to other utilities. In the event that all or any portion of a supply of designated replacement electricity is captured or used by the Company to support service to other customers as a result of the direct action by the Company and a customer must curtail all or a portion of its interruptible load, the customer not receiving the designated replacement electricity shall be entitled to reasonable reimbursement from the Company for actual incurred costs related solely to the cost of such captured replacement electricity. Any such interruption will be remedied as quickly as reasonably possible and preceded by the use of reasonable alternatives consistent with good utility practice to avoid the interruption.

Alternate Third-Party Suppliers:

A customer may identify up to five (5) potential third-party alternative electricity suppliers from which the Company will purchase power. Prior to acting as a third-party supplier, a candidate must have a FERC approved system power transaction agreement with the Company.

(Continued)

*Filed pursuant to Finding and Order dated October 17, 1996 in Case No. 95-866-EL-UNC before
The Public Utilities Commission of Ohio*

Service under this Rider and the ability of a third-party supplier to provide electricity is also subject to the prior completion of all necessary contracting, including appropriate interchange agreements and/or tariffs, and approval of such agreements and/or tariffs by any regulatory authority that assumes jurisdiction over such service. Prior to being able to serve as a replacement electricity source, a potential replacement electricity source shall insure compliance with all standards set by the Company with respect to credit worthiness, technical and operational feasibility of using the replacement electricity source, compliance with interconnection standards, system integrity and safety provisions, among others. All additional costs incurred by the Company to qualify the replacement electricity source shall be borne by that source. A third-party supplier must also agree to provide billing information in the format requested by the Company so as to enable the Company to appropriately bill customers.

Third-party suppliers meeting the above-stated criteria and chosen by a customer as its designated source for a specific economic interruption period must submit to the Company at least thirty (30) minutes prior to the start of the economic interruptible period, a schedule of interruptible power to be delivered during the requested economic interruption listing (MW) by hour by customer in whole megawatts. The Company shall verify the energy received from the third-party supplier as compared to the schedule submitted by such third-party supplier. The Company shall bill the customer for the cost of such verified replacement electricity based on the billing it receives from the designated source. In all cases, the customer shall be responsible for any amount billed to the Company by the customer's third-party source for supplying the verified electricity on behalf of such customer. Failure to pay such amount shall be considered a failure to pay for electric service. Any dispute between what a customer requested and what a third-party supplier scheduled shall be handled between the customer and the third-party supplier.

If a designated third-party supplier fails to submit a schedule at least thirty (30) minutes prior to the start of the interruptible period, the Company will endeavor to supply the replacement electricity for the customer and the customer shall pay all costs of supplying such power. The cost of such replacement electricity shall be determined on an after the fact basis with the most expensive power used during such period being assigned to such customer.

Customer Schedule:

When requested to do so by the Company, the customer shall submit its schedule of the estimated on-peak demand for the succeeding week to the Company.

(Continued)

*Filed pursuant to Finding and Order dated October 17, 1996 in Case No. 95-866-EL-UNC before
The Public Utilities Commission of Ohio*

Minimum Provisions To Return to Firm Electric Service:

A customer taking service under this Rider shall be required to provide the Company with three (3) years prior written notice before returning to firm service, consistent with system planning criteria. Concurrent with providing the Company with notice of its intent to return to firm electric service, the customer shall also enter into a firm electric service contract with the Company that will become effective at the end of the notice period agreed to by the customer and the Company for the customer to return to firm electric service.

The customer must meet the minimum commitments, in terms of length of contract, discontinuance of service and any other provision applicable to a new firm electric service customer served under the same schedule.

Upon mutual agreement, the customer may return to firm electric service from interruptible electric service with less than the agreed-upon notice, subject to the condition that the customer will be billed for such firm electric service at a rate equal to the applicable firm electric service rate plus any reasonable additional costs beyond the firm electric service rate incurred by the Company in providing such firm electric service to the returning customer, until the previously contracted notice requirement is fulfilled. Such rates shall be subject to review through a filing made by the Company with the Public Utilities Commission of Ohio.

If the Company has insufficient capacity to service the customer on a firm electric service basis prior to the expiration of the notice period and no alternative electricity source is available, the customer shall be required to maintain interruptible electric service status until the notice requirement is fulfilled or an alternative electricity supply can be obtained by the Company.

Metering and Communication:

Prior to receiving service under this Rider, the customer, at its cost, shall cause the following equipment to be installed: (1) dedicated telephone circuit for exclusive use by the Company, and (2) any Company required communication equipment.

Operation, maintenance and functionality of such communication equipment at the customer's site shall be the sole responsibility of the customer. The Company shall be responsible for sending an interruption notice. Receipt of such notice shall be the sole responsibility of the customer.

(Continued)

*Filed pursuant to Finding and Order dated October 17, 1996 in Case No. 95-866-EL-UNC before
The Public Utilities Commission of Ohio*

All costs of any necessary metering, communication and other equipment necessary for the implementation of this Rider shall be borne by the customer. Such costs shall include the costs of any equipment required to verify the scheduled delivery of replacement electricity from the designated replacement electricity source to the Company.

Contract:

Interruptible electric service hereunder will be furnished in accordance with a written contract with a term of three (3) years, which will continue in effect thereafter unless either party shall give to the other not less than three (3) years notice in writing. The Company will waive this requirement for temporary incremental load where system operating conditions and reliability will not be harmed. The indemnity provision provided for herein shall survive the termination of the contract. Any return to firm electric service shall be governed by the other terms and conditions provided for in this Rider.

*Filed pursuant to Finding and Order dated October 17, 1996 in Case No. 95-866-EL-UNC before
The Public Utilities Commission of Ohio*

*Issued by H. P. Burg, President
Rate 73*

Effective: November 1, 1996

Interruptible Rider - Metal Melting Load

General Service

Availability:

Available to general service customers (General Service - Large (Rate 23)) and General Service - High Use Manufacturing (Rate 28), where the customer can demonstrate that there is an interruptible load of at least 1,000 kW and that such load is capable of interruption within ten (10) minutes of notice. With the exception of any incremental load or new economic development load added after the effective date of this Rider, total realizable interruptible capacity for all customers served under an interruptible service tariff, rider or special contract in the Company's corporate control system is limited to 300,000 kW.

Service:

The customer shall at its expense, install metering equipment provided by the Company that will permit separate identification of the controllable metal melting load ("MML"). No more than one additional meter shall be provided to a customer at no cost. The Company and the customer shall agree to a contractual firm load in kVA. Firm load is to be set as low as possible, but high enough to not endanger the customer's equipment. The customer shall ensure that the latter criteria is met. Transmission service provided under this Rider shall be considered firm.

Unless specifically modified herein, all terms, conditions, rates and riders contained in the tariff under which firm service is provided by the Company shall apply. The EFC Rider shall not apply to interruptible energy supplied during a requested economic interruption.

The customer will provide the Company with reasonable evidence that its interruptible electric load can be interrupted within ten (10) minutes.

The interruptible energy supplied during an economic interruption request calculated at the customer's meter must be increased to the generation level to account for system losses. Interruptible energy shall be calculated by subtracting the firm load from the metered energy every hour (negative results shall be deemed zero) and each hourly result then multiplied by: 1.031 for 138 kV service, 1.045 for 69 kV service, 1.044 for 23 or 34.5 kV service, and 1.076 for primary voltage service.

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*Filed pursuant to Finding and Order dated October 17, 1996 in Case No. 95-866-EL-UNC before
The Public Utilities Commission of Ohio*

*Issued by H. P. Burg, President
Rate 74*

Effective: November 1, 1996

Controllable Metal Melting Load Service:

Load other than the MML shall be deemed tariff billing load ("TBL") and shall be billed under the otherwise applicable tariff with the exception that a customer's minimum contract demand shall be 80% of the average of the actual billing kVAs for TBL electric service during the first six months of service under this Rider. TBL shall be firm load.

Billing for MML shall be based on kWh (energy) usage during the Company tariffed on-peak and off-peak periods according to the following:

1. On-peak -- 5.14 cents per kWh, less appropriate the Company tariff voltage discount.
2. Off-peak -- 4.03 cents per kWh, less appropriate the Company tariff voltage discount.
3. All kWh -- are subject to the electric fuel component Rider and any other charges included in the Company's applicable tariff, such as the Percentage of Income Payment Plan.
4. A monthly administrative charge of \$75 per buy-through.
5. If the customer's power factor at the time of its on-peak maximum load for the billing period is less than 96% lagging, the incremental charges used for billing that period shall be multiplied by the ratio of 96% to the customer's actual power factor. No adjustment shall be made in the energy charges for billing months in which the power factor at the time of that month's maximum on-peak load is higher than 96% lagging.

Economic Interruption:

The Company reserves the right to interrupt service to the customer's interruptible load whenever the incremental revenue to be received from the customer is less than the anticipated incremental expense to supply the interruptible energy for the particular hour(s) of the interruption request. The Company will endeavor to give customers as much notice as possible of an economic interruption request, but shall give customers no less than ninety (90) minutes notice. Economic interruption requests shall be tied to clock hours. When notifying customers of an economic interruption request, the Company will give customers an estimated end time for such interruption. If the customer reduces its load to at least the firm load for every metered half hour during a requested economic interruption, then it shall be deemed that the customer complied with the economic interruption request.

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*Filed pursuant to Finding and Order dated October 17, 1996 in Case No. 95-866-EL-UNC before
The Public Utilities Commission of Ohio*

When an economic interruption is requested by the Company, the customer may choose to forego the interruption. If the customer chooses to forego an economic interruption, it may do so by directing the Company to supply replacement electricity or requesting the Company to buy replacement electricity from a third-party supplier on the customer's behalf. The Company shall take title to all such third-party replacement electricity. If a customer foregoes an economic interruption, energy used above the firm level during the period of economic interruption shall be subtracted from the appropriate tariff billing. PIPP, non-system transmission costs and all appropriate taxes shall be added to the cost of any replacement electricity used during a requested economic interruption. Additionally, any replacement electricity shall be subject to the following fee for services provided by the Company: 138 kV - 0.49¢/kWh and 0.74¢/kWh for all other voltages.

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Upon receipt of the request for an economic interruption, a customer must respond back to the Company within thirty (30) minutes indicating whether it intends to interrupt and if so whether it wants the Company to supply replacement electricity for it or if it wants the Company to endeavor to buy from a specified third-party and if so which third-party supplier it desires to have the Company endeavor to obtain. Customers who have effective contracts with the Company that specify that the Company will provide replacement electricity during periods of economic interruptions need not so notice the Company and replacement electricity will be provided pursuant to the terms of such contract. If a customer informs the Company that it intends to buy-through economic interruption requests and who it intends to use as a third-party supplier at least two business days prior to any economic interruption request, the customer also need not so notice the Company. However, such third-party supplier must still submit a schedule for replacement power as specified herein.

The Company will use its best efforts to meet the customer's request for a third-party supplier, provided that such specifications do not involve the use of inappropriate operating practices or otherwise negatively affect the Company's ability to meet the requirements of its firm electric service customers.¹ All costs incurred by the Company to obtain and deliver replacement electricity from a third-party supplier shall be borne by the customer receiving replacement electricity. Should the Company not be able to obtain such power from the customer's designated source or should the customer indicate forthcoming compliance with an economic interruption request and then not interrupt, then the cost of the interruptible power used by the customer shall be determined on an after the fact basis with the most expensive power used during such period being assigned to such customer.

¹ Best efforts shall mean actions that are reasonable, prudent and consistent with good utility practice. Best efforts do not include fiduciary or extraordinary action.

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Customers who have not previously made arrangements for replacement power and who notify the Company within the thirty (30) minute notice period that they desire the Company to supply replacement electricity during a specific economic interruption request shall pay the cost of energy obtained or generated by the Company on a best efforts basis at the lowest cost after all other prior obligations are met.

When an economic interruption is requested and the customer does not specify a replacement electricity source within thirty (30) minutes of notice, then the Company will endeavor to obtain or generate replacement electricity on behalf of the customer. The customer shall pay the cost of the interruptible electricity used by the customer with the cost being determined on an after the fact basis with the most expensive power used during such period being assigned to such customer.

Emergency Interruption:

When the Company determines that the operation of its system requires curtailment of a customer's interruptible service, the customer must interrupt its interruptible load on or before the time specified by the Company. The Company will endeavor to alert customers as soon as possible of such a forthcoming emergency interruption, but shall provide not less than ten (10) minutes notice. Replacement electricity provisions of this Rider shall not apply during an emergency interruption of the customer.

Compliance With Emergency Interruption Requests:

The customer must stay below its contractual firm load during every metered clock half hour of an emergency interruption request. A customer's load shall be determined using the greater of the customer's highest lagging kVA or highest kW during the requested emergency interruption. Failure to stay below firm load shall result in one of the following: If the customer reduces its load to within 110% of, but higher than its firm load, the customer shall forfeit a portion of the discount it received under this Rider or previously interruptible agreement as compared to what it would have been billed under the Company's otherwise applicable tariff for the then current billing period and the prior eleven billing periods. The percentage of the forfeited discount that shall be billed to the customer shall equal the percentage over which the customer's load, during the requested emergency interruption, exceeded the firm load specified in a contract between the customer and the Company. If the customer fails to reduce its load to at least 110% of the firm load, then the customer shall be billed under the Company's otherwise applicable tariff for the current billing period and the prior eleven billing periods. In the latter case, the customer shall also be removed from this Rider, subject to the return to firm service provisions contained herein, and shall not be permitted to receive interruptible service under a rider, tariff or special contract for a three (3) year period. In addition to the above, the customer shall be responsible for the cost of any replacement

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electricity used during the requested emergency interruption, plus PIPP, any non-system transmission costs, all appropriate taxes, and the following fee for services provided by the Company: 138 kV - 0.49¢/kWh and 0.74¢/kWh for all other voltages. (D)
(T)

Replacement Electricity:

Emergency power purchased by the Company pursuant to FERC approved tariffs or contracts shall not be available to customers taking interruptible service under this Rider except to the extent that the Company is required to serve as a default supplier during a requested economic interruption.

The designated replacement electricity shall have the same priority as comparable wholesale transactions.

The Company is not required to provide alternative replacement electricity during the economic interruption period. If for any reason during an interruption when the customer is being served through replacement electricity purchases and the customer is notified either directly or through its third-party supplier that replacement electricity from its designated electricity source is no longer available, then at the Company's option, the customer shall either interrupt its interruptible load within ten (10) minutes of notification or shall pay the actual cost to the Company of supplying the replacement electricity that the customer uses after notification and during the economic interruption request, with such cost being determined after the fact on an incremental basis using the most expensive power utilized during that period.

If the replacement electricity source fails to deliver scheduled replacement electricity, the Company reserves the right to either interrupt service to the customer or bill the customer for the actual cost to the Company to supply the replacement electricity which cost shall be determined after the fact on an incremental basis using the most expensive power utilized during that period. Further, the customer shall indemnify and hold the Company harmless for any damages to persons or property occurring at the customer's premises resulting from the interruption of the customer by the Company when the replacement electricity source fails to deliver replacement electricity as scheduled.

The procurement of replacement electricity shall be subject to all scheduling practices normally required by the Company as consistent with standard utility practices.

All additional costs required to verify the scheduled delivery of replacement electricity from the replacement electricity source shall be borne by the customer or third-party supplier that initiates the incurrence of such additional costs.

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If the customer uses more interruptible energy (adjusted for losses) than was scheduled between the Company and the third-party supplier for that customer during the economic interruption, the additional energy used by the customer shall be billed at the actual cost to the Company to supply that power which shall be determined after the fact on an incremental basis using the most expensive power utilized during that period.

The customer shall be responsible for all out-of-pocket and economic costs associated with capacity/energy imbalances resulting from difference between scheduled and actual replacement energy delivered by the replacement electricity source. The Company will compensate the customer or electricity supplier, as appropriate, for replacement power delivered but not used by the customer, adjusted for losses, the lesser of: 1) the Company's marginal costs of generation, 2) the cost of other purchased power at the time the power was delivered or 3) the cost of the replacement power, except when the unused power caused additional costs to the Company by creating system operating instability, including a deviation from economic dispatch. Such additional costs will be the customer's responsibility. The Company will notify the customer as soon as reasonably practical of such system instability.

The Company reserves the right to interrupt the sale of replacement electricity to the customer if, in the sole judgement of the Company, such electricity is required to maintain service to the Company's firm electric service customers and no other sources are available to the Company, for system integrity purposes or for emergency power sales to other utilities. In the event that all or any portion of a supply of designated replacement electricity is captured or used by the Company to support service to other customers as a result of the direct action by the Company and a customer must curtail all or a portion of its interruptible load, the customer not receiving the designated replacement electricity shall be entitled to reasonable reimbursement from the Company for actual incurred costs related solely to the cost of such captured replacement electricity. Any such interruption will be remedied as quickly as reasonably possible and preceded by the use of reasonable alternatives consistent with good utility practice to avoid the interruption.

Alternate Third-Party Suppliers:

A customer may identify up to five (5) potential third-party alternative electricity suppliers from which the Company will purchase power. Prior to acting as a third-party supplier, a candidate must have a FERC approved system power transaction agreement with the Company.

Service under this Rider and the ability of a third-party supplier to provide electricity is also subject to the prior completion of all necessary contracting, including appropriate interchange agreements and/or tariffs, and approval of such agreements and/or tariffs by

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any regulatory authority that assumes jurisdiction over such service. Prior to being able to serve as a replacement electricity source, a potential replacement electricity source shall insure compliance with all standards set by the Company with respect to credit worthiness, technical and operational feasibility of using the replacement electricity source, compliance with interconnection standards, system integrity and safety provisions, among others. All additional costs incurred by the Company to qualify the replacement electricity source shall be borne by that source. A third-party supplier must also agree to provide billing information in the format requested by the Company so as to enable the Company to appropriately bill customers.

Third-party suppliers meeting the above-stated criteria and chosen by a customer as its designated source for a specific economic interruption period must submit to the Company at least thirty (30) minutes prior to the start of the economic interruptible period, a schedule of interruptible power to be delivered during the requested economic interruption listing (MW) by hour by customer in whole megawatts. The Company shall verify the energy received from the third-party supplier as compared to the schedule submitted by such third-party supplier. The Company shall bill the customer for the cost of such verified replacement electricity based on the billing it receives from the designated source. In all cases, the customer shall be responsible for any amount billed to the Company by the customer's third-party source for supplying the verified electricity on behalf of such customer. Failure to pay such amount shall be considered a failure to pay for electric service. Any dispute between what a customer requested and what a third-party supplier scheduled shall be handled between the customer and the third-party supplier.

If a designated third-party supplier fails to submit a schedule at least thirty (30) minutes prior to the start of the interruptible period, the Company will endeavor to supply the replacement electricity for the customer and the customer shall pay all costs of supplying such power. The cost of such replacement electricity shall be determined on an after the fact basis with the most expensive power used during such period being assigned to such customer.

Customer Schedule:

When requested to do so by the Company, the customer shall submit its schedule of the estimated on-peak demand for the succeeding week to the Company.

Minimum Provisions To Return to Firm Electric Service:

A customer taking service under this Rider shall be required to provide the Company with three (3) years prior written notice before returning to firm service, consistent with system planning criteria. Concurrent with providing the Company with notice of its intent to

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*Filed pursuant to Finding and Order dated October 17, 1996 in Case No. 95-866-EL-UNC before
The Public Utilities Commission of Ohio*

return to firm electric service, the customer shall also enter into a firm electric service contract with the Company that will become effective at the end of the notice period agreed to by the customer and the Company for the customer to return to firm electric service.

The customer must meet the minimum commitments, in terms of length of contract, discontinuance of service and any other provision applicable to a new firm electric service customer served under the same schedule.

Upon mutual agreement, the customer may return to firm electric service from interruptible electric service with less than the agreed-upon notice, subject to the condition that the customer will be billed for such firm electric service at a rate equal to the applicable firm electric service rate plus any reasonable additional costs beyond the firm electric service rate incurred by the Company in providing such firm electric service to the returning customer, until the previously contracted notice requirement is fulfilled. Such rates shall be subject to review through a filing made by the Company with the Public Utilities Commission of Ohio.

If the Company has insufficient capacity to service the customer on a firm electric service basis prior to the expiration of the notice period and no alternative electricity source is available, the customer shall be required to maintain interruptible electric service status until the notice requirement is fulfilled or an alternative electricity supply can be obtained by the Company.

Metering and Communication:

Prior to receiving service under this Rider, the customer, at its cost, shall cause the following equipment to be installed: (1) dedicated telephone circuit for exclusive use by the Company, and (2) any Company required communication equipment.

Operation, maintenance and functionability of such communication equipment at the customer's site shall be the sole responsibility of the customer. The Company shall be responsible for sending an interruption notice. Receipt of such notice shall be the sole responsibility of the customer.

All costs of any necessary metering, communication and other equipment necessary for the implementation of this Rider shall be borne by the customer. Such costs shall include the costs of any equipment required to verify the scheduled delivery of replacement electricity from the designated replacement electricity source to the Company.

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*Filed pursuant to Finding and Order dated October 17, 1996 in Case No. 95-866-EL-UNC before
The Public Utilities Commission of Ohio*

Contract:

Interruptible electric service hereunder will be furnished in accordance with a written contract with a term of three (3) years, which will continue in effect thereafter unless either party shall give to the other not less than three (3) years notice in writing. The Company will waive this requirement for temporary incremental load where system operating conditions and reliability will not be harmed. The indemnity provision provided for herein shall survive the termination of the contract. Any return to firm electric service shall be governed by the other terms and conditions provided for in this Rider.

*Filed pursuant to Finding and Order dated October 17, 1996 in Case No. 95-866-EL-UNC before
The Public Utilities Commission of Ohio*

*Issued by H. P. Burg, President
Rate 74*

Effective: November 1, 1996

Interruptible Rider - Incremental Interruptible Service General Service

Availability:

Available to general service customers (General Service - Large (Rate 23)) and General Service - High Use Manufacturing (Rate 28), where the customer can demonstrate that there is an interruptible load of at least 1,000 kW and that such load is capable of interruption within ten (10) minutes of notice. With the exception of any incremental load or new economic development load added after the effective date of this Rider, total realizable interruptible capacity for all customers served under an interruptible service tariff, rider or special contract in the Company's corporate control system is limited to 300,000 kW.

Service:

This service is only available to either a customer who is adding substantial new electrical load that is associated with a major capital investment and that is interruptible or to a customer who has added such load in the past and was being served under an incremental interruptible special contract. Metering of such incremental load is not required, but may be used if mutually agreed upon by both the customer and the Company. A base load and a base on-peak and off-peak kWh shall be contracted for between the customer and the Company using the most recent twelve (12) month history of the facility operating under normal operating conditions. If a customer had previously been served pursuant to a special incremental interruptible contract, then the base load and the base on and off-peak provisions contained in such contract shall be utilized for this Rider. Should a customer experience a substantial and continuing reduction in its operations, the Company and the customer will endeavor to agree to a new base load and base on-peak and off-peak kWh to reflect such change.

Unless specifically modified herein, all terms, conditions, rates and riders contained in the tariff under which firm service is provided by the Company shall apply. The EFC Rider shall not apply to interruptible energy supplied during a requested economic interruption.

The customer's base load shall be firm load unless such base load, or a portion thereof, is considered interruptible under another rider or contract. Transmission service provided under this Rider shall be considered firm. A customer's load must be below firm load every metered thirty (30) minute period of the interruption request in order for a customer to be considered in compliance with an interruption request. The customer will provide the Company with reasonable evidence that its interruptible electric load can be interrupted within ten (10) minutes.

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*Filed pursuant to Finding and Order dated October 17, 1996 in Case No. 95-866-EL-UNC before
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Akron, Ohio

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The interruptible energy supplied during an economic interruption request calculated at the customer's meter shall be increased to the generation level to account for system losses. Interruptible energy shall be calculated by subtracting the firm load from the metered energy every hour (negative results shall be deemed zero) and each hourly result then multiplied by: 1.031 for 138 kV service, 1.045 for 69 kV service, 1.044 for 23 or 34.5 kV service, and 1.076 for primary voltage service.

Interruptible Incremental Service:

Base load and kWh shall be billed under the appropriate Company tariff. The minimum contract demand for tariff billing shall be 80% of the base load. If the maximum measured on-peak load is less than or equal to the base load, then all kWh shall be billed under the tariff. If actual on-peak or off-peak kWh used is less than the respective base kWh, then the respective measured kWh shall be used for tariff billing with on-peak and off-peak kWh being added together for billing under the tariff.

If the maximum measured on-peak load is greater than the base load, then the kWh to be billed under incremental pricing shall be calculated as follows: subtract the on-peak base kWh and any on-peak replacement kWh from the measured on-peak kWh (cannot be less than zero), and subtract the off-peak base kWh and any off-peak replacement kWh from the measured off-peak kWh (cannot be less than zero). The incremental prices in cents per kWh to be used for billing are as follows:

	<u>138 kV</u>	<u>69 kV</u>	<u>23 and 34.5 kV</u>	<u>Primary Voltages</u>
1. <u>On-Peak --</u>	<u>3.50</u>	<u>3.73</u>	<u>3.92</u>	<u>4.00</u>
2. <u>Off-Peak --</u>	<u>1.29</u>	<u>1.37</u>	<u>1.44</u>	<u>1.47</u>
3. <u>All kWh -- are subject to the electric fuel component Rider and any other charges included in the Company's applicable tariff, such as the Percentage of Income Payment Plan.</u>				
4. <u>An administrative charge of \$75 per buy-through.</u>				
5. <u>If the customer's power factor at the time of its on-peak maximum load for the billing period is less than 96% lagging, the incremental charges used for billing that period shall be multiplied by the ratio of 96% to the customer's actual power factor. No adjustment shall be made in the energy charges for billing months in which the power factor at the time of that month's maximum on-peak load is higher than 96% lagging.</u>				

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Issued by H. P. Burg, President
Rate 75

Effective: November 1, 1996

When the measured kWh is less than the sum of the base on-peak and off-peak kWh and the maximum measured on-peak load is greater than the base load, shortfall kWh shall be determined. Shortfall kWh shall be equal to the base on-peak kWh plus base off-peak kWh less the measured kWh. These shortfall kWh shall be billed at the appropriate voltage level on-peak charge above.

A customer may be temporarily removed from this Rider if it shifts a substantial amount of base off-peak kWh to on-peak and will not be placed back on this Rider until the situation is resolved.

Economic Interruption:

The Company reserves the right to interrupt service to the customer's interruptible load whenever the incremental revenue to be received from the customer is less than the anticipated incremental expense to supply the interruptible energy for the particular hour(s) of the interruption request. The Company will endeavor to give customers as much notice as possible of an economic interruption request, but shall give customers no less than ninety (90) minutes notice. Economic interruption requests shall be tied to clock hours. When notifying customers of an economic interruption request, the Company will give customers an estimated end time for such interruption. If the customer reduces its load to at least the firm load for every metered half hour during a requested economic interruption, then it shall be deemed that the customer complied with the economic interruption request.

When an economic interruption is requested by the Company, the customer may choose to forego the interruption. If the customer chooses to forego an economic interruption, it may do so by directing the Company to supply replacement electricity or requesting the Company to buy replacement electricity from a third-party supplier on the customer's behalf. The Company shall take title to all such third-party replacement electricity. If a customer foregoes an economic interruption, energy used above the firm level during the period of economic interruption shall be subtracted from the appropriate tariff billing. PIPP, non-system transmission costs and all appropriate taxes shall be added to the cost of any replacement electricity used during a requested economic interruption. Additionally, any replacement electricity shall be subject to the following fee for services provided by the Company: 138 kV - 0.49¢/kWh and 0.74¢/kWh for all other voltages.

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Upon receipt of the request for an economic interruption, a customer must respond back to the Company within thirty (30) minutes indicating whether it intends to interrupt and if so whether it wants the Company to supply replacement electricity for it or if it wants the Company to endeavor to buy from a specified third-party and if so which third-party supplier it desires to have the Company endeavor to obtain. Customers who have

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*Filed pursuant to Finding and Order dated October 17, 1996 in Case No. 95-866-EL-UNC before
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effective contracts with the Company that specify that the Company will provide replacement electricity during periods of economic interruptions need not so notice the Company and replacement electricity will be provided pursuant to the terms of such contract. If a customer informs the Company that it intends to buy-through economic interruption requests and who it intends to use as a third-party supplier at least two business days prior to any economic interruption request, the customer also need not so notice the Company. However, such third-party supplier must still submit a schedule for replacement power as specified herein.

The Company will use its best efforts to meet the customer's request for a third-party supplier, provided that such specifications do not involve the use of inappropriate operating practices or otherwise negatively affect the Company's ability to meet the requirements of its firm electric service customers.¹ All costs incurred by the Company to obtain and deliver replacement electricity from a third-party supplier shall be borne by the customer receiving replacement electricity. Should the Company not be able to obtain such power from the customer's designated source or should the customer indicate forthcoming compliance with an economic interruption request and then not interrupt, then the cost of the interruptible power used by the customer shall be determined on an after the fact basis with the most expensive power used during such period being assigned to such customer.

Customers who have not previously made arrangements for replacement power and who notify the Company within the thirty (30) minute notice period that they desire the Company to supply replacement electricity during a specific economic interruption request shall pay the cost of energy obtained or generated by the Company on a best efforts basis at the lowest cost after all other prior obligations are met.

When an economic interruption is requested and the customer does not specify a replacement electricity source within thirty (30) minutes of notice, then the Company will endeavor to obtain or generate replacement electricity on behalf of the customer. The customer shall pay the cost of the interruptible electricity used by the customer with the cost being determined on an after the fact basis with the most expensive power used during such period being assigned to such customer.

Emergency Interruption:

When the Company determines that the operation of its system requires curtailment of a customer's interruptible service, the customer must interrupt its interruptible load on or before the time specified by the Company. The Company will endeavor to alert

¹ Best efforts shall mean actions that are reasonable, prudent and consistent with good utility practice. Best efforts do not include fiduciary or extraordinary action.

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customers as soon as possible of such a forthcoming emergency interruption, but shall provide not less than ten (10) minutes notice. Replacement electricity provisions of this Rider shall not apply during an emergency interruption of the customer.

Compliance With Emergency Interruption Requests:

The customer must stay below its contractual firm load during every metered clock half hour of an emergency interruption request. A customer's load shall be determined using the greater of the customer's highest lagging kVA or highest kW during the requested emergency interruption. Failure to stay below firm load shall result in one of the following: If the customer reduces its load to within 110% of, but higher than its firm load, the customer shall forfeit a portion of the discount it received under this Rider or previously interruptible agreement as compared to what it would have been billed under the Company's otherwise applicable tariff for the then current billing period and the prior eleven billing periods. The percentage of the forfeited discount that shall be billed to the customer shall equal the percentage over which the customer's load, during the requested emergency interruption, exceeded the firm load specified in a contract between the customer and the Company. If the customer fails to reduce its load to at least 110% of the firm load, then the customer shall be billed under the Company's otherwise applicable tariff for the current billing period and the prior eleven billing periods. In the latter case, the customer shall also be removed from this Rider, subject to the return to firm service provision contained herein, and shall not be permitted to receive interruptible service under a rider, tariff or special contract for a three (3) year period. In addition to the above, the customer shall be responsible for the cost of any replacement electricity used during the requested emergency interruption, plus PIPP, any non-system transmission costs, all appropriate taxes, and the following fee for services provided by the Company: 138 kV - 0.49¢/kWh and 0.74¢/kWh for all other voltages.

(C)

Replacement Electricity:

Emergency power purchased by the Company pursuant to FERC approved tariffs or contracts shall not be available to customers taking interruptible service under this Rider except to the extent that the Company is required to serve as a default supplier during a requested economic interruption.

The designated replacement electricity shall have the same priority as comparable wholesale transactions.

The Company is not required to provide alternative replacement electricity during the economic interruption period. If for any reason during an interruption when the customer is being served through replacement electricity purchases and the customer is notified either directly or through its third-party supplier that replacement electricity from its

(Continued)

*Filed pursuant to Finding and Order dated October 17, 1996 in Case No. 95-866-EL-UNC before
The Public Utilities Commission of Ohio*

designated electricity source is no longer available, then at the Company's option, the customer shall either interrupt its interruptible load within ten (10) minutes of notification or shall pay the actual cost to the Company for supplying the replacement electricity that the customer uses after notification and during the economic interruption request, with such cost being determined after the fact on an incremental basis using the most expensive power utilized during that period.

If the replacement electricity source fails to deliver scheduled replacement electricity, the Company reserves the right to either interrupt service to the customer or bill the customer for the actual cost to the Company to supply the replacement electricity which cost shall be determined after the fact on an incremental basis using the most expensive power utilized during that period. Further, the customer shall indemnify and hold the Company harmless for any damages to persons or property occurring at the customer's premises resulting from the interruption of the customer by the Company when the replacement electricity source fails to deliver replacement electricity as scheduled.

The procurement of replacement electricity shall be subject to all scheduling practices normally required by the Company as consistent with standard utility practices.

All additional costs required to verify the scheduled delivery of replacement electricity from the replacement electricity source shall be borne by the customer or third-party supplier that initiates the incurrence of such additional costs.

If the customer uses more interruptible energy (adjusted for losses) than was scheduled between the Company and the third-party supplier for that customer during the economic interruption, the additional energy used by the customer shall be billed at the actual cost to the Company to supply that power which shall be determined after the fact on an incremental basis using the most expensive power utilized during that period.

The customer shall be responsible for all out-of-pocket and economic costs associated with capacity/energy imbalances resulting from difference between scheduled and actual replacement energy delivered by the replacement electricity source. The Company will compensate the customer or electricity supplier, as appropriate, for replacement power delivered but not used by the customer, adjusted for losses, the lesser of: 1) the Company's marginal costs of generation, 2) the cost of other purchased power at the time the power was delivered or 3) the cost of the replacement power, except when the unused power caused additional costs to the Company by creating system operating instability, including a deviation from economic dispatch. Such additional costs will be the customer's responsibility. The Company will notify the customer as soon as reasonably practical of such system instability.

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The Company reserves the right to interrupt the sale of replacement electricity to the customer if, in the sole judgment of the Company, such electricity is required to maintain service to the Company's firm electric service customers and no other sources are available to the Company, for system integrity purposes or for emergency power sales to other utilities. In the event that all or any portion of a supply of designated replacement electricity is captured or used by the Company to support service to other customers as a result of the direct action by the Company and a customer must curtail all or a portion of its interruptible load, the customer not receiving the designated replacement electricity shall be entitled to reasonable reimbursement from the Company for actual incurred costs related solely to the cost of such captured replacement electricity. Any such interruption will be remedied as quickly as reasonably possible and preceded by the use of reasonable alternatives consistent with good utility practice to avoid the interruption.

Alternate Third-Party Suppliers:

A customer may identify up to five (5) potential third-party alternative electricity suppliers from which the Company will purchase power. Prior to acting as a third-party supplier, a candidate must have a FERC approved system power transaction agreement with the Company.

Service under this Rider and the ability of a third-party supplier to provide electricity is also subject to the prior completion of all necessary contracting, including appropriate interchange agreements and/or tariffs, and approval of such agreements and/or tariffs by any regulatory authority that assumes jurisdiction over such service. Prior to being able to serve as a replacement electricity source, a potential replacement electricity source shall insure compliance with all standards set by the Company with respect to credit worthiness, technical and operational feasibility of using the replacement electricity source, compliance with interconnection standards, system integrity and safety provisions, among others. All additional costs incurred by the Company to qualify the replacement electricity source shall be borne by that source. A third-party supplier must also agree to provide billing information in the format requested by the Company so as to enable the Company to appropriately bill customers.

Third-party suppliers meeting the above-stated criteria and chosen by a customer as its designated source for a specific economic interruption period must submit to the Company at least thirty (30) minutes prior to the start of the economic interruptible period, a schedule of interruptible power to be delivered during the requested economic interruption listing (MW) by hour by customer in whole megawatts. The Company shall verify the energy received from the third-party supplier as compared to the schedule submitted by such third-party supplier. The Company shall bill the customer for the cost of such verified replacement electricity based on the billing it receives from the designated source. In all cases, the customer shall be responsible for any amount billed to the Company by the

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*Filed pursuant to Finding and Order dated October 17, 1996 in Case No. 95-866-EL-UNC before
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customer's third-party source for supplying the verified electricity on behalf of such customer. Failure to pay such amount shall be considered a failure to pay for electric service. Any dispute between what a customer requested and what a third-party supplier scheduled shall be handled between the customer and the third-party supplier.

If a designated third-party supplier fails to submit a schedule at least thirty (30) minutes prior to the start of the interruptible period, the Company will endeavor to supply the replacement electricity for the customer and the customer shall pay all costs of supplying such power. The cost of such replacement electricity shall be determined on an after the fact basis with the most expensive power used during such period being assigned to such customer.

Customer Schedule:

When requested to do so by the Company, the customer shall submit its schedule of the estimated on-peak demand for the succeeding week to the Company.

Minimum Provisions To Return to Firm Electric Service:

A customer taking service under this Rider shall be required to provide the Company with three (3) years prior written notice before returning to firm service, consistent with system planning criteria. Concurrent with providing the Company with notice of its intent to return to firm electric service, the customer shall also enter into a firm electric service contract with the Company that will become effective at the end of the notice period agreed to by the customer and the Company for the customer to return to firm electric service.

The customer must meet the minimum commitments, in terms of length of contract, discontinuance of service and any other provision applicable to a new firm electric service customer served under the same schedule.

Upon mutual agreement, the customer may return to firm electric service from interruptible electric service with less than the agreed-upon notice, subject to the condition that the customer will be billed for such firm electric service at a rate equal to the applicable firm electric service rate plus any reasonable additional costs beyond the firm electric service rate incurred by the Company in providing such firm electric service to the returning customer, until the previously contracted notice requirement is fulfilled. Such rates shall be subject to review through a filing made by the Company with the Public Utilities Commission of Ohio.

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If the Company has insufficient capacity to service the customer on a firm electric service basis prior to the expiration of the notice period and no alternative electricity source is available, the customer shall be required to maintain interruptible electric service status until the notice requirement is fulfilled or an alternative electricity supply can be obtained by the Company.

Metering and Communication:

Prior to receiving service under this Rider, the customer, at its cost, shall cause the following equipment to be installed: (1) dedicated telephone circuit for exclusive use by the Company, and (2) any Company required communication equipment.

Operation, maintenance and functionality of such communication equipment at the customer's site shall be the sole responsibility of the customer. The Company shall be responsible for sending an interruption notice. Receipt of such notice shall be the sole responsibility of the customer.

All costs of any necessary metering, communication and other equipment necessary for the implementation of this Rider shall be borne by the customer. Such costs shall include the costs of any equipment required to verify the scheduled delivery of replacement electricity from the designated replacement electricity source to the Company.

Contract:

Interruptible electric service hereunder will be furnished in accordance with a written contract with a term of three (3) years, which will continue in effect thereafter unless either party shall give to the other not less than three (3) years notice in writing. The Company will waive this requirement for temporary incremental load where system operating conditions and reliability will not be harmed. The indemnity provision provided for herein shall survive the termination of the contract. Any return to firm electric service shall be governed by the other terms and conditions provided for in this Rider.

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*Issued by H. P. Burg, President
Rate 75*

Effective: November 1, 1996

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POLYMER GROWTH FUND PROGRAM

Availability

Available to customers served under General Service-Secondary Voltages, (Rate 21), General Service-Large, (Rate 23), or General Service- High Use Manufacturing (Rate 28) which either produce rubber and plastic raw materials (Primary SIC of 28XX), or process them (Primary SIC of 30XX). In addition, customers electrical annual kWh usage must equal or exceed 1,600,000 kWh per location. (T)

The revised conditions of the Polymer Growth Fund Program shall be applicable retroactively to those customers currently participating in the Program.

Program Description

The Company will accumulate a portion of the customer's monthly bill in an internal Company fund. The Customer may then use the fund for grants to implement certain changes in their processes, or applications to achieve greater productivity through use of electrotechnologies, or energy savings per unit of output through efficient electrotechnologies. This will foster the creation and retention of jobs within the Company's service territory and the state of Ohio.

A. Definitions

1. "Polymer Growth Fund" -- The fund created by the Company by crediting the equivalent of ten percent (10%) of the electricity billings of the Customer if billed on Rate 21 or Rate 23 and five percent (5%) of the electricity billings of the Customer if billed on Rate 28 as specified in Section B.
2. "Resource Funds" -- The amount credited to the Customer's Polymer Growth Fund account.
3. "Qualified Project" -- An opportunity identified and presented by the Customer to the Company on the Polymer Growth Fund Customer Information form, attached to the Polymer Growth Fund Agreement. The opportunity must meet the minimum requirements established in Section B.1 and must be approved in writing by the Company for participation in the Polymer Growth Fund Program.
4. "Customer Location" -- The physical location of the facility owned by the Customer where the Qualified Project will be constructed or installed. The location must be

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Rate 76*

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physically within Company's certified territory and served with electricity provided by the Company.

5. "Polymer Growth Fund Agreement" -- The standard contract entered into between Customer and the Company for administration of the Polymer Growth Fund Program.

B. Qualified Projects and Resource Funds

1. In order to access Resource Funds, the Customer will work with the Company to identify a priority list of potential projects. All such projects must be submitted to the Company for pre-approval on the Polymer Growth Fund Program Customer Information form. The Customer understands and agrees that the Company and the Customer must mutually agree on the suitability of any subsequent electrotechnological project before it is eligible for participation in the Polymer Growth Fund Program. At a minimum, the Company requires projects to be for the installation of electric production-related equipment that will either (a) encourage job retention or growth related to acquisition and operation of electric equipment, (b) enhance productivity through the use of electrotechnologies, or (c) reduce energy consumed per unit of output through the application of efficient electrotechnologies. In addition, the customer must be financially solvent and credit worthy.
2. In the event a Qualified Project is not completed before the expiration or other termination of Polymer Growth Fund Agreement, then all Resource Funds previously disbursed from the Polymer Growth Fund to or on behalf of the Customer for that Qualified Project shall be immediately returned to the Company together with per annum interest at the then current prime lending rate accruing from the date of such disbursement until the date of such payment.
3. The Customer agrees that a disbursement from the Polymer Growth Fund may only be used for the Qualified Project at the specific Customer Location for which the disbursement was made.

C. Polymer Growth Fund

1. Resource Funds will be available to wholly or partially fund Qualified Projects, subject to the limitations noted herein, through the creation of a Polymer Growth Fund. The Company will create the Polymer Growth Fund by crediting to a Company-held internal account the equivalent of 10% (Rate 21 and Rate 23) or 5% (Rate 28) of the Customer's billings for electricity at the Customer Location during either the first sixty (60) monthly billings after the effective date of the Polymer Growth Fund Agreement or the last billing

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before December 31, 2001, whichever occurs first. In no event will Resource Funds be credited after December 31, 2001.

2. The balance of the Resource Funds will be reflected in a quarterly statement of account that will be sent to the Customer. The Resource Fund balance will not be reflected on the monthly electric bill.
3. Upon the Customer's request, Resource Funds will be disbursed on the Customer's behalf for a Qualified Project at the Customer Location on or before December 31, 2006 in accordance with the following provisions:
 - a. Resource Funds shall be eligible for disbursement by the Company upon presentation to the Company of a signed contract for work to be done on a Qualified Project.
 - b. Resource Funds will be disbursed, to the extent of the balance of the Polymer Growth Fund existing at the time of disbursement, upon the presentation of an invoice for work completed at the Customer Location on the Qualified Project.
 - c. The initial disbursement of Resource Funds will be permitted only after the Customer has participated in the Polymer Growth Fund Program for a minimum of one year. After that one year period, the Customer may request a disbursement only once per contract year.
4. The Polymer Growth Fund will be held internally by the Company and will be the property of the Company until officially disbursed pursuant to this tariff. The Customer forfeits all unused Resource Funds in their Polymer Growth Fund account remaining on January 1, 2007. Any unspent Resource Funds remaining in the Polymer Growth Fund upon expiration or other termination of this tariff will remain the sole property of the Company.

D. Simultaneous Participation in Multiple Programs Prohibited

1. Existing Customer Locations shall have the option, for incremental loads that otherwise qualify for Special Arrangements for Economic Development ("SAED"), to participate in SAED for the incremental (new) portion of the load, and to accumulate Resource Funds related to the base (existing) load at the same time. In no case will more than one program, (for example: Polymer Growth Fund and SAED, Polymer Growth Fund and Real Time Pricing, or Polymer Growth Fund and Interruptible program), be available to the same portion of the Customer's electrical load or usage.

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2. Customer Locations new to the Company's service area shall have the option to participate in either the Polymer Growth Fund Program or, assuming its load qualifies, in SAED. New Customer Locations may not simultaneously participate in both SAED and the Polymer Growth Fund.

E. Cancellation and Other Termination

1. The Customer agrees to remain current on their electric bill in accordance with the terms and conditions of the rate tariff under which the Customer is served. If the Customer fails to do so, Ohio Edison shall have the option, at its sole discretion, to cancel the Polymer Growth Fund Agreement. In the event of such termination, the Customer forfeits all Resource Funds accumulated in their Polymer Growth Fund account.

2. **NOTE: The electric industry is in the process of restructuring and that alternative electricity supply options are or may become available during the term of the Polymer Growth Fund Agreement.** Nevertheless, in order for the Company to recover the investment made in the Customer's facilities, service under this tariff is subject to the following provisions. The Customer will acquire for the Customer Location all of its requirements for electric service, including without limitation electric energy and electric power, from the Company under an applicable standard retail rate schedule (or other rate as agreed to by the Parties and, if required, approved by a regulatory authority) for (5) years from the date of the latest disbursement from the Polymer Growth Fund. If the Customer acquires electric service, or any component thereof, from a source other than the company, Customer will be required to reimburse the Company all Resource Funds previously disbursed within five years of the Customer's acquisition of electric service, or any component thereof, from a source other than the Company, together with per annum interest at the prime lending rate in effect on such date, with interest accruing from the date of disbursement to the date of such reimbursement. Customer will also forfeit any remaining Resource Fund balance in the Polymer Growth Fund. The Customer will not be required to reimburse disbursements that are more than five years old. (D)

F. Data Collection/Post Audits

1. The Customer agrees to make available any and all information and records required to substantiate both the eligibility of a project and its actual performance, as directed or required by regulatory agencies. All information shall remain confidential between the parties for a period of one (1) year following disclosure or such longer period as the parties agree, except to the extent that it is requested by a court or regulatory agency of competent jurisdiction, or is the subject of a discovery request, in which case the Company will endeavor to release such information subject to a protective agreement.

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2. The Company reserves the right to perform or have performed pre- and post-project audits to assess productivity and energy efficiency. The Company also reserves the right to describe the project results in a case study in which the Customer will have the right to anonymity.

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Experimental Day Ahead Real Time Pricing Program

Firm Power Service

Availability:

Available to customers served under General Service-Large, Rate 23 and General Service-High Use Manufacturing, Rate 28, including Special Arrangements for Economic Development and Shoulder Hour Agreements. The number of customers permitted on this experimental rate in conjunction with Rate Schedule 78 will be limited to no more than a total of forty-three (43) customers whose billing maximum 30-minute demands exceed 100 kVA. These customers will be selected by the Company and will be limited to 500 MW of demand. This experimental rate is available to customers served through one meter for each installation. Service under the RTP Program will be offered on an experimental basis through December 31, 2000. Customers must enter into the written service agreement. (C)

Program Description:

The RTP program is an experimental program whose purpose is to test customer response to hourly price signals based on the Company's quoted price 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 price to lower price periods or by adding new load during lower price periods. Binding quotes will be sent to each customer on a prior business day basis (Hourly RTP). The program is designed to be bill neutral to each customer whose actual usage and usage pattern equals their historical usage through the use of a customer-specific Customer Baseline Load (CBL). (C)

Customer Baseline Load:

The CBL is one complete year of customer-specific hourly load and usage data that represents the electricity consumption pattern and level of the customer's operation under the existing rate tariff/contract. The CBL is the basis for achieving bill neutrality on a customer-specific basis for customers billed under this tariff and is to be mutually agreed upon by both the customer and the Company as representing the customer's usage pattern under the customer's existing rate tariff/contract (current non-RTP or special contract). Agreement on the CBL is a precondition for customer participation in the RTP Program. (T)

(Continued)

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The CBL will not change during the contract term except where expressly provided in this tariff or service agreement. The CBL may be adjusted at OEC's discretion in extreme cases such as when a customer's actual kilowatthour usage falls below 50 percent of the CBL for three concurrent billing periods or due to the cost of increased facilities.

RTP Billing:

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

$$\text{RTP Bill} = \text{AC} + \text{EC} + \text{PIP} + \text{PC} \quad (\text{D})$$

Where:

AC = Access Charge

EC = Energy Charge

PIP = Rider PIP Charge (D)

PC = Program Charge

RTP credits may be applied only in the billing period in which they occur. However, customer bills for electricity usage under the RTP Program in any billing month shall never be less than the sum of the applicable Program Charge and PIP charge as defined in this rate, except to the extent necessary to correct a billing error from a prior bill. No RTP Credits may be carried forward or applied in a future billing period. (D)

RTP Credit = curtailment below CBL

Access Charge:

The Access Charge is designed to achieve bill neutrality with the customer's existing rate tariff/contract if no change in electricity usage pattern occurs. 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:

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

Where:

AC = Access Charge

Standard Bill = Customer's bill for the specific month on the existing rate tariff/contract, including Electric Fuel Component Rider No. 40, using the CBL period to establish the applicable billing determinants (D)

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CBL_t = Customer Baseline Load at hour t
 RTP_t = The applicable Hourly RTP for hour t
 n = Total number of hours in the billing period
 t = An hour in the billing period

The CBL shall be adjusted to reflect applicable metering adjustments under the customer's existing rate tariff/contract. The PIP charge shall be excluded from the calculation of the Access Charge. (D)

Energy Charge:

The Energy Charge is applied to energy usage based on the hourly energy price quotes provided the previous day, as defined below in the section entitled "Hourly RTP," by Company.

The Energy Charge will be calculated as follows:

$$EC = \sum_{t=1}^n (kWh_t \times RTP_t)$$

Where:

kWh_t = Customer's actual kilowatt-hour usage in hour t
 RTP_t = The applicable Hourly RTP at 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 customer's existing rate tariff/contract.

Hourly RTP:

The Hourly RTP will be equal to:

$$RTP_t = (MC_t \times (1 + LAF) \times (1 + OGRT)) + \text{Adder}$$

Where:

LAF = Loss adjustment factor
3% for transmission 138 kV service voltage
5% for subtransmission (23, 34.5, or 69 kV) service voltages
7% for primary distribution service voltages
 MC_t = $MGC_t + MTC_t$

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- MGC_i = Estimated cost of generation capacity and energy in the wholesale market for hour _i on a ¢/kilowatt-hour basis.
- * MTC_i = Hourly marginal transmission cost for hour _i
- *Adder = 1.5¢/kWh for on-peak hours for transmission (138 kV) service voltage
2.1¢/kWh for on-peak hours for subtransmission (23, 34.5, and 69 kV) service voltages
2.7¢/kWh for on-peak hours for primary distribution service voltages
0.5¢/kWh for off-peak hours for all voltages
- OGRT = Ohio Gross Receipt Tax Adder
4.987%
1/ (1 - 4.75%)

*The marginal transmission cost will initially be set at zero. The Company reserves the right to include this cost in future marginal cost calculations. The Company also reserves the right to make adjustments to the Adder of between -0.8¢/kWh and + 0.8¢/kWh. The Company will obtain Commission approval before including such costs or adjusting the Adder and will notify participating customers of its intent to seek such approval.

The Company will make available to the customer, by 1:00 p.m. each day, the twenty-four Hourly RTP's that will be charged the next day. The Company will make available to the customer weekend and Monday Hourly RTP by 1:00 p.m. on the last regular business day of the preceding week. The Company may send more than one-day-ahead Hourly RTP for holidays identified in the Company's tariffs. The Company may revise these prices by 1:00 p.m. the day before they become effective. Company will provide the Hourly RTP via the Internet.

The Company shall not be responsible for failure of the customer to receive and act upon the Hourly RTP. The customer is responsible for notifying the Company of any failure to receive the Hourly RTP by 3:00 p.m. the business day before they become effective.

The customer is responsible for its access to the Internet. The customer will be responsible for providing a dedicated telephone line for metering purposes at the metering point.

PIP Adjustment:

(D)

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. 54, Interim Emergency and Temporary Percentage of Income Payment Plan.

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Program Charge:

A charge of \$150.00 per billing period shall be added to customer's bill each month to cover the additional billing, administrative, and communication costs associated with the RTP Program.

Terms and Conditions:

Except as provided in this rate schedule, all terms, conditions, rates, and charges outlined in the customer's existing rate tariff/contract will continue to apply. Participation in the RTP Program will not affect the customer's obligations for electric service under the existing rate tariff/contract. Except as expressly provided in this rate schedule, participation in the RTP Program is mutually exclusive to any other retail program the Company may offer. The primary term of service is through December 31, 2000. However, a customer may elect to terminate participation in the RTP Program with three business days prior written notice and return to billing under the existing rate tariff/contract. Terminating customers may not return to the RTP program during the experiment.

(c)

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 the Company's Standard Rules and Regulations currently in effect, as filed with the Public Utilities Commission of Ohio.

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Experimental Day Ahead Real Time Pricing Program

Interruptible Power

Availability:

Available to customers served under Standard Interruptible Service, Incremental Interruptible Service, Metal Melting Load, Supplement Interruptible Contracts, and General Service-Interruptible Arc Furnace, Rate 29. The number of customers permitted on this experimental rate, in conjunction with Rate Schedule 77, will be limited to no more than a total of forty-three (43) customers selected by the Company and 500 MW of demand. This experimental rate is available to customers served through one meter for each installation. Service under the RTP Program will be offered on an experimental basis through December 31, 2000. Customers must enter into the written service agreement. (C)

Program Description:

The RTP program is an experimental program whose purpose is to test customer response to hourly price signals based on the Company's quoted price 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 price to lower price periods or by adding new load during lower price periods. Binding quotes will be sent to each customer on a prior business day basis (Hourly RTP). The program is designed to be bill neutral to each customer whose actual usage and usage pattern equals their historical usage through the use of a customer-specific Customer Baseline Load (CBL). (C)

Customer Baseline Load:

The CBL is one complete year of customer-specific hourly load and usage data that represents the electricity consumption pattern and level of the customer's operation under the existing rate tariff/contract. The CBL is the basis for achieving bill neutrality on a customer-specific basis for customers billed under this tariff, and is to be mutually agreed upon by both the customer and the Company as representing the customer's usage pattern under the customer's existing rate tariff/contract (current non-RTP or special contract). The kilowatt-hours used in the CBL and bill neutrality calculation shall be reduced for the calendar months of July and August by 50% of the interruptible kWh, total kWh less firm load level, from the CBL period. Agreement on the CBL is a precondition for customer participation in the RTP Program. The CBL will not change during the contract term except where expressly provided in this tariff or the service agreement. (T)

*Filed pursuant to Finding and Order dated December 17, 1998, in Case No. 98-1610-EL-ATA before
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The CBL may be adjusted at OEC's discretion in extreme cases such as when a customer's actual kilowatthour usage falls below 50 percent of the CBL for three concurrent billing periods or due to the cost of increased facilities.

RTP Billing:

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

$$\text{RTP Bill} = \text{AC} + \text{EC} + \text{PIP} + \text{PC} \quad (\text{D})$$

Where:

AC = Access Charge

EC = Energy Charge

PIP = Rider PIP Charge (D)

PC = Program Charge

Except as provided for under obligation to interrupt, RTP credits may be applied only in the billing period in which they occur. However, customer bills for electricity usage under the RTP Program in any billing month shall never be less than the sum of the applicable Program charge and PIP charge as defined in this rate, except to the extent necessary to correct a billing error from a prior bill. No RTP Credits may be carried forward or applied in a future billing period. (D)

RTP Credit = curtailment below CBL

Access Charge:

The Access Charge is designed to achieve bill neutrality with the customer's existing rate tariff/contract if no change in electricity usage pattern occurs. 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:

$$\text{AC} = (\text{Standard Bill @ CBL}) - \left\{ \sum_{i=1}^n (\text{CBL}_i \times \text{RTP}_i) \right\}$$

Where:

AC = Access Charge

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Standard Bill = Customer's bill for the specific month on the existing rate tariff/contract, including Electric Fuel Component Rider No. 40 using the CBL to establish the applicable billing determinants (D)

CBL_t = Customer Baseline Load at hour t

RTP_t = The applicable Hourly RTP for hour t

n = Total number of hours in the billing period

t = An hour in the billing period

The CBL shall be adjusted to reflect applicable metering adjustments under the customer's existing rate tariff/contract. The PIP charge shall be excluded from the calculation of the Access Charge. (D)

Energy Charge:

The Energy Charge is applied to energy usage based on the hourly energy price quotes provided the previous day, as defined below in the section entitled "Hourly RTP," by Company.

The Energy Charge will be calculated as follows:

$$EC = \sum_{t=1}^n (kWh_t \times RTP_t)$$

Where:

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

RTP_t = The applicable Hourly RTP at 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 customer's existing rate tariff/contract.

Hourly RTP:

The Hourly RTP will be equal to:

$$RTP_t = (MC_t \times (1 + LAF) \times (1 + OGRT)) + \text{Adder}$$

Where:

LAF = Loss adjustment factor
3% for transmission (138 kV) service voltage
5% for subtransmission (23, 34.5, and 69 kV) service voltages
7% for primary distribution service voltages

MC_t = $MGC_t + MTC_t$

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MGC _t	=	Estimated cost of generation capacity and energy in the wholesale market for hour _t on a ¢/kilowatt-hour basis.
* MTC _t	=	Hourly marginal transmission cost for hour _t
* Adder	=	1.5¢/kWh for on-peak hours for transmission (138 kV) service voltage 2.1¢/kWh for on-peak hours for subtransmission (23, 34.5, and 69 kV) service voltages 2.7¢/kWh for on-peak hours for primary distribution service voltages 0.5¢/kWh for off-peak hours for all voltages
OGRT	=	Ohio Gross Receipt Tax Adder 4.987% 1/ (1 - 4.75%)

*The marginal transmission cost will initially be set at zero. The Company reserves the right to include this cost in future marginal cost calculations. The Company also reserves the right to make adjustments to the Adder of between -0.8¢/kWh and + 0.8¢/kWh. The Company will obtain Commission approval before including such costs or adjusting the Adder and will notify participating customers of its intent to seek such approval.

The Company will make available to the customer, by 1:00 p.m. each day, the twenty-four Hourly RTP's that will be charged the next day. The Company will make available to the customer weekend and Monday Hourly RTP by 1:00 p.m. on the last regular business day of the preceding week

The Company may send more than one-day-ahead Hourly RTP for holidays identified in the Company's tariffs. The Company may revise these prices by 1:00 p.m. the day before they become effective. Company will provide the Hourly RTP via the Internet.

The Company shall not be responsible for failure of the customer to receive and act upon the Hourly RTP. The customer is responsible for notifying the Company of any failure to receive the Hourly RTP by 3:00 p.m. the day before they become effective.

The customer is responsible for its access to the Internet. The customer will be responsible for providing a dedicated telephone line for metering purposes at the metering point.

Obligation to Interrupt

Customers will not be required to interrupt for economic reasons as provided for in their existing rate tariff/contract. Customers are required to interrupt during emergency

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interruptions in accord with their existing rate tariff/contract. Failure to interrupt during emergencies as provided for in their existing tariff/contract will subject the customer to the applicable tariff/rider/contract penalties, and further participation in the RTP Program will be subject to the Company's approval and the availability of Experimental Day Ahead Real Time Pricing Program - Firm Power Service, Rate 77.

During an emergency interruption, the CBL will be the contracted firm load as stated in the customer's existing rate tariff/contract. Emergency RTP credits will be given for curtailment of usage below the contracted firm load during emergency interruptions. No RTP credits may be carried forward or applied in a future billing period, except for any such amounts attributable to curtailment below the contracted firm load during the hours of an emergency interruption (Emergency RTP Credit).

Emergency RTP Credits = Curtailment below contracted firm load during an emergency interruption.

PIP Adjustment:

(D)

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. 54, Interim Emergency and Temporary Percentage of Income Payment Plan.

Program Charge:

A charge of \$150.00 per billing period shall be added to customer's bill each month to cover the additional billing, administrative, and communication costs associated with the RTP Program.

Terms and Conditions:

Except as provided in this rate schedule, all terms, conditions, rates, and charges outlined in the customer's existing rate tariff/contract will continue to apply. Participation in the RTP Program will not affect the customer's obligations for electric service under the existing rate tariff/contract. Except as expressly provided in this rate schedule, participation in the RTP Program is mutually exclusive to any other retail program that may be offered by the Company. The primary term of service is through December 31, 2000. However, a customer may elect to terminate participation in the RTP Program with three business days prior written notice and return to billing under the existing rate

(C)

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tariff/contract. Terminating customers may not return to the RTP program during the experiment.

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 Standard Rules and Regulations currently in effect, as filed with the Public Utilities Commission of Ohio.

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Experimental Day Ahead Real Time Pricing Program

Secondary Voltages

Availability:

Available to customers served under General Service-Secondary Voltages, Rate 21, including Special Arrangements for Economic Development. The number of customers permitted on this experimental rate will be limited to no more than a total of ten (10) customers selected by the Company and 20 MW of demand. This experimental rate is available to customers served through one meter for each installation. Service under the RTP Program will be offered on an experimental basis through December 31, 2000. Customers must enter into the written service agreement.

(c)

Program Description:

The RTP program is an experimental program whose purpose is to test customer response to hourly price signals based on the Company's quoted price 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 price to lower price periods or by adding new load during lower price periods. Binding quotes will be sent to each customer on a prior business day basis (Hourly RTP). The program is designed to be bill neutral to each customer whose actual usage and usage pattern equals their historical usage through the use of a customer-specific Customer Baseline Load (CBL).

(c)

Customer Baseline Load:

The CBL is one complete year of customer-specific hourly load and usage data that represents the electricity consumption pattern and level of the customer's operation under the existing rate tariff/contract. The CBL is the basis for achieving bill neutrality on a customer-specific basis for customers billed under this tariff and is to be mutually agreed upon by both the customer and the Company as representing the customer's usage pattern under the customer's existing rate tariff/contract (current non-RTP or special contract). If historical hourly information is not available for the customer, the Company at its discretion will endeavor to obtain representative data to construct a CBL, including the possible use of a test meter for a reasonable period. Agreement on the CBL is a precondition for customer participation in the RTP Program. The CBL will not change

(T)

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during the contract term except where expressly provided in this tariff or service agreement. The CBL may be adjusted at OEC's discretion in extreme cases such as when a customer's actual kilowatthour usage falls below 50 percent of the CBL for three concurrent billing periods or due to the cost of increased facilities.

RTP Billing:

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

$$\text{RTP Bill} = \text{AC} + \text{EC} + \text{PIP} + \text{PC} \quad (\text{D})$$

Where:

AC = Access Charge

EC = Energy Charge

PIP = Rider PIP Charge (D)

PC = Program Charge

RTP credits may be applied only in the billing period in which they occur. However, customer bills for electricity usage under the RTP Program in any billing month shall never be less than the sum of the applicable Program Charge and PIP charge as defined in this rate, except to the extent necessary to correct a billing error from a prior bill. No RTP Credits may be carried forward or applied in a future billing period. (D)

RTP Credits = Curtailment below CBL

Access Charge:

The Access Charge is designed to achieve bill neutrality with the customer's existing rate tariff/contract if no change in electricity usage pattern occurs. 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:

$$\text{AC} = (\text{Standard Bill @ CBL}) - \sum_{i=1}^n (\text{CBL}_i \times \text{RTP}_i)$$

Where:

AC = Access Charge

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Standard Bill = Customer's bill for the specific month on the existing rate tariff/contract, including Electric Fuel Component Rider No. 40, using the CBL period to establish the applicable billing determinants (D)

CBL_t = Customer Baseline Load at hour t

RTP_t = The applicable Hourly RTP for hour t

n = Total number of hours in the billing period

t = An hour in the billing period

The CBL shall be adjusted to reflect applicable metering adjustments under the customer's existing rate tariff/contract. The PIP charge shall be excluded from the calculation of the Access Charge. (D)

Energy Charge:

The Energy Charge is applied to energy usage based on the hourly energy price quotes provided the previous day, as defined below in the section entitled "Hourly RTP," by Company.

The Energy Charge will be calculated as follows:

$$EC = \sum_{t=1}^n (kWh_t \times RTP_t)$$

Where:

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

RTP_t = The applicable Hourly RTP at 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 customer's existing rate tariff/contract.

Hourly RTP:

The Hourly RTP will be equal to:

$$RTP_t = (MC_t \times (1 + LAF) \times (1 + OGRT)) + \text{Adder}$$

Where:

LAF = Loss adjustment factor

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- $MC_t = 11\%$
 $MC_t = MGC_t + MTC_t$
- MGC_t = Estimated cost of generation capacity and energy in the wholesale market for hour t on a ¢/kilowatt-hour basis.
- * MTC_t = Hourly marginal transmission cost for hour t
- * Adder = 3.2¢/kWh for on-peak hours
0.8¢/kWh for off-peak hours
- OGRT = Ohio Gross Receipt Tax Adder
4.987%
 $1/(1 - 4.75\%)$

*The marginal transmission cost will initially be set at zero. The Company reserves the right to include this cost in future marginal cost calculations. The Company also reserves the right to make adjustments to the Adder of between -0.8¢/kWh and + 0.8¢/kWh. The Company will obtain Commission approval before including such costs or adjusting the Adder and will notify participating customers of its intent to seek such approval.

The Company will make available to the customer, by 1:00 p.m. each day, the twenty-four Hourly RTPs that will be charged the next day. The Company will make available to the customer weekend and Monday Hourly RTP by 1:00 p.m. on the last regular business day of the preceding week. The Company may send more than one-day-ahead Hourly RTP for holidays identified in the Company's tariffs. The Company may revise these prices by 1:00 p.m. the day before they become effective. Company will provide the Hourly RTP via the Internet.

The Company shall not be responsible for failure of the customer to receive and act upon the Hourly RTP. The customer is responsible for notifying the Company of any failure to receive the Hourly RTP by 3:00 p.m. the business day before they become effective.

The customer is responsible for its access to the Internet. The customer will be responsible for providing a dedicated telephone line for metering purposes at the metering point.

PIP Adjustment:

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. 54, Interim Emergency and Temporary Percentage of Income Payment Plan. (D)

Program Charge:

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A charge of \$75.00 per billing period shall be added to customer's bill to cover the incremental billing, administrative, and communication costs associated with the RTP Program.

Terms and Conditions:

Except as provided in this rate schedule, all terms, conditions, rates, and charges outlined in the customer's existing rate tariff/contract will continue to apply. Participation in the RTP Program will not affect the customer's obligations for electric service under the existing rate tariff/contract. Except as expressly provided in this rate schedule, participation in the RTP Program is mutually exclusive to any other retail programs offered by the Company. The primary term of service is through December 31, 2000. (C)
However, a customer may elect to terminate participation in the RTP Program with three business days prior written notice and return to billing under the existing rate tariff/contract. Terminating customers may not return to the RTP program during the experiment.

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 the Company's Standard Rules and Regulations currently in effect, as filed with the Public Utilities Commission of Ohio.

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Conjunctive Electric Service (CES) Program

Availability:

This tariff is available to all Customers within the certified service territory of the Ohio Edison Company ("Company") that are served on the lines of the Company under a tariff, and who otherwise meet the requirements of this tariff. Aggregation shall be permitted among and between Customers of different rate classes and voltages in accordance with the provisions set forth in this tariff. Service Agreements with a term of up to two years may be entered into at any time within a two year period beginning upon the effective date of this tariff.

This tariff shall be available to those Customers taking electric service from the Company pursuant to a non-tariff electric service agreement that has been approved by the Public Utilities Commission of Ohio ("Commission") pursuant to Section 4905.31 Ohio Rev. Code; provided, however, that any Customer under such a contract, shall first exercise an existing out-option under its contract, including any early termination fee.

Definitions:

Customer - the person or entity whose name is on a Ohio Edison Company electric service account located in Ohio Edison Company service territory that is metered at one metering point with one meter.

Aggregated Group - A group of Customers who desire to be served as a group under this tariff and otherwise meet the requirements of this tariff and are represented by an Aggregator.

Aggregator - a representative of an Aggregated Group who is authorized by the Aggregated Group to apply for CES service under this tariff and negotiate terms and conditions of the Service Agreement on behalf of the Aggregated Group and who otherwise meets the criteria set forth in this tariff. The Aggregator may be, but is not required to be, a Customer within the Aggregated Group. The Company may serve as an Aggregator and provide aggregation services pursuant to the terms and conditions of this tariff.

Application Form - the form that the Aggregator must submit to apply for service under this tariff.

Billing Agent - An Aggregator of an Aggregated Group who receives, on behalf of all Customers within such Aggregated Group, the total bill for all Customers' individual electric consumption.

Agency Billing Service - The billing service performed by the Billing Agent.

Company - The Ohio Edison Company.

Commission - The Public Utilities Commission of Ohio.

Service Agreement - A contract between an Aggregated Group and the Company that specifies the rates, terms, and conditions as negotiated between the parties, and filed for approval with the Commission pursuant to R.C. 4905.31.

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Customer Aggregator - is a customer having multiple service locations and that performs aggregation services only on behalf of itself concerning service that is recorded on more than one Company meter, and is therefore exempt from certain Aggregator requirements.

Small Commercial Customer - is a customer serviced under rate 21 at secondary voltages. This classification includes all master meter residential accounts regardless of its monthly demand.

Participation:

This tariff shall be administered on a pilot basis in conjunction with the Conjunctive Electric Service ("CES") tariffs of the Company's affiliated public utility Operating Companies, the Cleveland Electric Illuminating Company and The Toledo Edison Company (collectively referred to herein as the "Operating Companies"). The Company shall initially make available 70 different CES rates. Rates shall be categorized as either "Residential-Based", "Commercial-Based" or "Industrial-Based", depending upon which customer class comprises the greatest percentage of the Aggregated Group's total kwh at the time application for the service is made. The Company shall initially make available 25 Residential-Based CES rates; 25 Commercial-Based CES Rates and 20 Industrial-Based CES rates. More than one Aggregated Group may be served under a CES Rate, so long as all other prerequisites for service are met. An Aggregated Group must contain no fewer than 400 Customers and no more than 2,000 Customers to participate in a Residential-Based CES rate. For the purposes of Residential-Based CES rates, each similar residential multifamily dwelling that is master metered shall be considered to be a Customer for purposes of group minimums and maximums. An Aggregated Group must contain no fewer than 2 Customers and no more than 2,000 Customers to participate in a Commercial-Based or Industrial-Based CES rate. The Company will permit administrative consolidation of like groups.

On a collective basis during the initial subscription opportunity, the Operating Companies shall make CES available to 35,000 residential Customers, 4,000 commercial Customers and 200 MW of industrial Customer load ("Subscription Opportunities"). In no instance shall the Subscription Opportunities be exceeded for the Operating Companies on a collective basis during the initial subscription opportunity, and in no instance shall any Aggregated Group be composed of Customers from more than one of the Operating Companies. Upon ninety percent (90%) subscription of the Customers or MW limits of any individual class limits set forth above, the Operating Companies shall immediately open discussions to determine the next level of Subscription Opportunities. The status of the Companies' existing contracts shall not delay such discussions. The term ninety percent (90%) subscription shall mean that point in time when ninety percent (90%) of the number of the Customers or MW's listed above in a particular class are receiving service under a CES agreement. When the 90% is reached for an individual class, the Companies will negotiate for the transfer of the remaining available CES rate files from the Toledo Edison Company and the Cleveland Electric Illuminating Company and among individual customer classes. Changes to the CES Pilot Program shall be made on a prospective basis only. The next level of Subscription Opportunities and changes will be implemented upon notice to the Commission by the Company.

Under the first phase of this CES Pilot Program, commencing 30 days after the effective date of this tariff, Customers will have the choice to aggregate their electrical loads at multiple service locations in the establishment of service under this tariff. The rates for such service shall be as established in accordance with the "Rate Negotiation" section below.

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The Company may apply to suspend establishing new CES rates, if it lacks the resources to create and administer any additional new rates without harming other tariffed services. The suspension shall become effective upon filing, pending a final order from the Commission which may set the matter for hearing with the Company as the moving party. A request for suspension shall contain: (1) an affidavit from the Company requesting suspension that in the case of Ohio Edison that at least 70 CES rates are in effect or in the case of Toledo Edison or The Cleveland Electric Illuminating Company, that combined those two companies have a total of 94 CES rates in effect; (2) a detailed description of the lack of resources that prohibit more CES rates from being issued; and (3) how and when the Company will rectify the resources shortage so that additional CES rates can be offered.

Rate Negotiation:

Rates for CES under this tariff shall be negotiated between the Company and the Aggregator pursuant to the following formula:

1. The Company shall derive the total amount of revenue currently being collected from the Aggregated Group under the application of the applicable standard tariffs on a non-aggregated basis for each individual Customer to be included in the Aggregated Group.
2. The revenue from Step 1 will then be adjusted to reflect: (1) any measurable financial benefits to the Company through the term of the Service Agreement resulting from (a) changes in Customer consumption patterns or load shape, provided that the combination of individual Customer billing determinants into an Aggregated Group for billing purposes, without more, shall not be deemed to produce measurable financial benefits; (b) measurable financial benefits from the provision of billing services and collection activities; and (c) other specialized factors articulated in orders issued prior to the effective date of this tariff approving special contract provisions as non-discriminatory pursuant to Section 4905.31, Revised Code, and (2) any documented just and reasonable incremental costs actually incurred by Company in the development and administration of the CES rate and the Service Agreement. The book value of, return on or return of, or related expenses associated with, assets are not appropriate bases for providing a discounted rate. CES rate will then be calculated using the resulting revenue from Step 2 and a rate structure and billing determinants which are mutually agreeable to Company and customer. The rate structure and billing determinants to be used to establish the CES rate may provide Customers with price signals for marginal usage (both incremental and decremental) that are more reflective of the current market value of electricity.

The Company will also consider a CES proposal even where an Aggregator cannot specify measurable financial benefits. If measurable financial benefits cannot be specified, the Company may require inclusion of a true-up mechanism in the CES agreement.

All Service Agreements under this tariff, including all rates negotiated under this tariff and all agreements that modify the rates, terms, or conditions of any applicable tariff or previously approved Service Agreement under this tariff will be filed for approval with the Commission pursuant to R.C. 4905.31.

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