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BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of) FirstEnergy Corp. on Behalf of Ohio) Edison Company, The Cleveland) Electric Illuminating Company and) The Toledo Edison Company for) Approval of Their Transition Plans) and for Authorization to Collect) Transition Revenues, for Tariff) Approval and for Certain Accounting) Authority)	Case No. 99-1212-EL-ETP Case No. 99-1213-EL-ATA Case No. 99-1214-EL-AAM
In the Matter of the Application) of The Cincinnati Gas & Electric) Company for Approval of its) Electric Transition Plan and for) Authorization to Collect Transition) Revenues,) Approval of Tariff Changes and New) Tariffs, Authority to Modify Current) Accounting Procedures, and) Approval to Transfer its Generating) Assets to an Exempt Wholesale) Generator)	Case No. 99-1658-EL-ETP Case No. 99-1659-EL-ATA Case No. 99-1660-EL-ATA Case No. 99-1661-EL-AAM Case No. 99-1662-EL-AAM Case No. 99-1663-EL-UNC
In the Matter of the Application) of the Dayton Power and Light) Company for Approval of Transition) Plan and Pursuant to § 4928.31,) Revised Code, for the) Opportunity to Receive Transition) Revenues as Authorized Under) §§ 4928.31 to 4928.40, Revised) Code, for Approval to Change) Accounting Methods, and Approval) to Amend its Tariff)	Case No. 99-1687-EL-ETP Case No. 99-1688-EL-AAM Case No. 99-1689-EL-ATA
In the Matter of the Applications of) Columbus Southern Power) Company and Ohio Power Company) for Approval of Their Electric) Transition Plans and for Receipt) of Transition Revenues)	Case No. 99-1729-EL-ETP Case No. 99-1730-EL-ETP

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In the Matter of the Application of)
Monongahela Power Company dba)
Allegheny Power for Approval of an) Case No. 00-02-EL-ETP
Electric Transition Plan)

STIPULATION AND RECOMMENDATION

Pursuant to Ohio Administrative Code Rule 4901-1-30, the undersigned parties to this Stipulation and Recommendation (the Signatory Parties) do hereby stipulate and agree to resolve the issues contained in the attached *pro forma* tariff in the instant proceeding pertaining to the Signatory Public Utility Companies' Operational Support Plans, except to the extent that the Signatory Parties have reserved the issues specifically described below.

While the Signatory Parties hereto recognize that this Stipulation and Recommendation (Stipulation) is not binding upon The Public Utilities Commission of Ohio (Commission), it is the position of the Signatory Parties hereto that the Stipulation is an agreement among a broad base of Signatory Parties to this proceeding; that the Stipulation is supported by adequate data and information; that it represents a just and reasonable resolution of issues addressed herein; that it violates no regulatory principle or precedent; and that, accordingly, the Stipulation is entitled to careful consideration and should be adopted in its entirety by the Commission. Further, the Signatory Parties agree and represent that this Stipulation was the

product of extensive bargaining among knowledgeable parties and is in the public interest.

Neither this Stipulation, nor the information and data contained therein or attached, shall be cited as precedent in any future proceeding for or against any Signatory Party, or the Commission itself, if the Commission approves the Stipulation. This Stipulation is a compromise involving a balancing of competing positions, and it does not necessarily reflect the position which one or more of the Signatory Parties would have taken if these issues had been fully litigated.

The Signatory Parties believe that this Stipulation represents a reasonable compromise of varying interests. Should the Commission reject or modify all or any part of this Stipulation or impose additional conditions or requirements upon the Signatory Parties, a Signatory Party shall have the right, within 30 days of issuance of the Commission's order, to either file an application for rehearing or terminate and withdraw the Stipulation by filing a notice with the Commission. Upon rehearing, any Signatory Party may terminate and withdraw the Stipulation by filing a notice with the Commission within 30 days of the Commission's order on rehearing. Upon notice of termination or withdrawal by any Signatory Party, pursuant to the above provisions, the Stipulation shall immediately become null and void. In such event, a hearing shall go forward and the Signatory Parties shall be afforded the opportunity to present evidence through

witnesses, to cross-examine all witnesses, to present rebuttal testimony, and to brief all issues which shall be decided based upon the record and briefs as if this Stipulation had never been executed.

WHEREFORE, the Signatory Parties stipulate and recommend as follows:

1. Each Signatory Public Utility Company hereby adopts the principles set forth in the attached *pro forma* tariff into its Operational Support Plan. The parties do not intend that the *pro forma* tariff language must be adopted verbatim, but that the provisions of the *pro forma* tariff will be used by each Company in the construction of its respective final tariffs and integrated with the individual style of the company's tariff to maintain consistency with the Company's definitions and applicability provisions. Any Signatory Party may file notice, comments or otherwise seek amendments to a compliance filing that does not conform to the *pro forma* tariff or this Stipulation. Each Signatory Public Utility Company likewise agrees to make appropriate adjustment to its tariffs, within 30 days, to comply with a final order of the Commission in the generic proceeding described below.
2. Each Signatory Public Utility Company's Operational Support Plan, as amended in accordance with paragraph 1, above, and only to the extent of the issues addressed by the *pro forma* tariff

and this Stipulation be found to comply with Ohio Revised Code § 4928.31 and Ohio Administrative Code Rule 4901:1-20-03, Appendix B, and be approved.

3. The Signatory Parties who intervened in each Signatory Public Utility Company's Transition Plan proceeding (the Intervenor) withdraw their preliminary objections specifically addressed by the *pro forma* tariff, except as provided below. Furthermore, the Signatory Parties agree not to file any additional preliminary objections or otherwise object to any aspect of the *pro forma* tariff in any of the Signatory Public Utility Company's Transition Plan proceedings, except as provided below.
4. The Signatory Parties stipulate that, except for Dayton Power and Light Company as provided below, interval meters shall be required for end-use customers who select a certified supplier and who have a maximum peak demand greater than or equal to the following levels for the most recent twelve (12) month period:
 - 25kW for Dayton Power and Light Company;
 - 100kW for Cincinnati Gas & Electric Company;
 - 200kW for Columbus Southern Power Company and Ohio Power Company;
 - 300kW for Monongahela Power Company; and
 - 400kW in 2001-2002, 300kW in 2003, and 200kW thereafter for the FirstEnergy companies.

The charges for the interval meter may include a tariffed rate or payment plan not to exceed twenty-four (24) months.

5. The Signatory Parties stipulate that under Sections VII and IX of the *pro forma* tariff, the following provisions apply only to The Dayton Power and Light Company (DP&L). Under Section VII, suppliers will pay DP&L \$1,000 for the first pre-enrollment list provided by DP&L to the supplier. For each list provided thereafter, the charge contained in the *pro forma* tariff will apply. DP&L will track the cost recovery of the pre-enrollment list and will cease charging suppliers for the list when it has recovered \$38,000. Under Section IX, DP&L's interval meter threshold is 25 kW and therefore DP&L will extend interval metering payment terms to thirty-six (36) months.
6. The Signatory Parties reserve their preliminary objections relevant to the issues not addressed in the *pro forma* tariff. The Signatory Parties stipulate that they will jointly present the remaining Operational Support issues to the Commission in the form of a request seeking the opening of a generic proceeding by the Commission. The Commission will determine the scope of and procedure for this generic proceeding. However, the Parties recommend to the Commission that it permit any party to submit a list of issues to be addressed, to submit comments and reply

comments on the issues, and that the Commission issue a final order on the following issues on or before June 15, 2000:

- a. energy imbalances
- b. residential minimum stay
- c. utility purchase of supplier accounts receivable
- d. utility consolidated bill ready billing
- e. supplier consolidated billing
- f. electronic data requirements

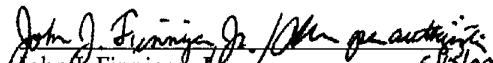
7. The Signatory Parties also agree to continue the Operational Support Plan Working Group meetings quarterly (or more frequently, if necessary) beginning no later than March 1, 2001, to refine and improve the Signatory Public Utility Companies' Operational Support Plans. Any party may place any issue on the Operational Support Plan Working Group agenda prior to the commencement of any meeting. The meetings shall take place at the offices of the Public Utilities Commission of Ohio or such other location as the Signatory Parties may agree.

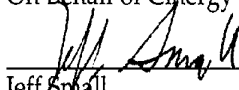
WHEREFORE, the undersigned Signatory Parties join in the foregoing stipulation and agreement and respectfully request the Commission to approve the matters set forth herein.

5/15/00



Thomas W. McNamee
On Behalf of the Staff of the Public
Utilities Commission of Ohio

 *per authorization 5/15/00*
John J. Finnigan, Jr.
On Behalf of Cinergy

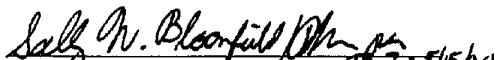


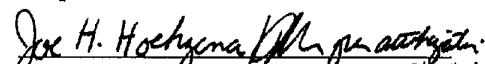
Jeff Small
On Behalf of the City of Cleveland, Ohio

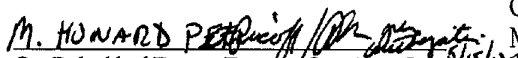
 *per authorization 5/15/00*
Sam Randazzo

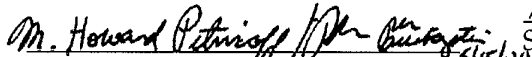
On Behalf of IEU-Ohio

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On Behalf of AES Power Direct LLC


 *per authorization 5/15/00*
Sally W. Bloomfield
On Behalf of Columbia Energy Services
Corporation

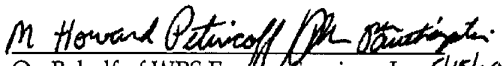
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On Behalf of CSG Energy Services


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On Behalf of Enron Energy Services, Inc.


 *per authorization 5/15/00*
M. Howard Petricoff
On Behalf of NewEnergy Midwest, LLC.


On Behalf of Nicor Energy, LLC

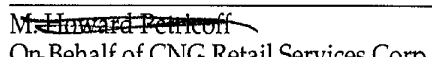
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M. Howard Petricoff
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 *per authorization 5/15/00*
Richard D. Reid
On Behalf of Dayton Power & Light

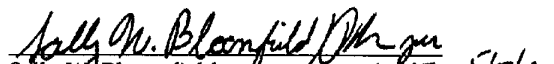
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David Rinebolt
On Behalf of Ohio Partners for
Affordable Energy


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Mr. Howard Petricoff
On Behalf of CNG Retail Services Corp.

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Jeff Small
On Behalf of AMP-Ohio

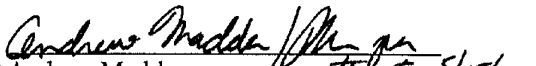
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Sheldon Taft
On Behalf of Ohio Manufacturer's Assoc.


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Sally W. Bloomfield
On Behalf of Columbia Energy Power
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Sally W. Bloomfield
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 *per authorization 5/15/00*
Jesse Sifford
On Behalf of Green Mountain.Com
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On Behalf of Unicom Energy, Inc.

 *per authorization 5/15/00*
Andrew Madden
On Behalf of Utility.Com

 *per authorization 5/15/00*
Sally W. Bloomfield
On Behalf of Mid-Atlantic Power Supply
Association

**PRO FORMA
CERTIFIED SUPPLIER
TARIFF**

May 15, 2000

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DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS

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

Certified Supplier – a person, corporation, broker, marketer, aggregator, generator or any other entity approved by the Commission to sell electricity to End-use Customers, utilizing the jurisdictional transmission and distribution facilities of the Company and registered in the Company's Customer Choice Program.

Commission - the Public Utilities Commission of Ohio.

Company – [insert Company name].

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

Coordination Services – those services that permit the type of interface and coordination between the Certified Supplier and the Company in connection with the delivery of electricity to End-use Customers located within the Company's service territory, including load forecasting, certain scheduling-related functions and reconciliation.

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

End-use Customer - the final user of generation and regulated delivery services.

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

Meter Read Date - the date on which the Company schedules a meter to be read for purposes of producing an End-use Customer bill in accordance with the Company's regularly scheduled Billing Cycles.

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

Schedule – a document prepared by the Certified Supplier or its designated TSA and submitted to the OASIS system administrator that provides the schedule for receipt and delivery of energy for the benefit of End-use Customers.

Standard Offer Rate – a rate offered by the Company as approved by the Commission to End-use Customers in its service territory for all essential electric service to End-use Customers who are not receiving competitive services from a Certified Supplier, including a firm supply of electric generation service.

TSA (Transmission Scheduling Agent) – an entity that is an eligible Transmission Customer under the OATT, performing transmission scheduling and other bulk power services to deliver electrical energy into the Company's service territory for the Customer Choice Program. A Certified Supplier may act as a TSA, if the Certified Supplier is an eligible Transmission Customer, or hire another entity that is an eligible Transmission Customer to perform these functions.

SERVICE REGULATIONS

I. THE CERTIFIED SUPPLIER TARIFF

Placeholder – no uniform business rules

II. SCOPE AND PURPOSE OF TARIFF

Placeholder – no uniform business rules

III. RELATIONSHIPS AMONG CUSTOMER CHOICE PROGRAM PARTICIPANTS

Placeholder – no uniform business rules

IV. COMPANY AND CERTIFIED SUPPLIER OBLIGATIONS (GENERAL TERMS)

A. Multiple Certified Suppliers

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

B. Partial Competitive Retail Electric Service

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

C. Consolidated Scheduling

Schedules may be combined if submitted to a single dispatch center using a single class of transmission service (e.g. network service) and the transmission service, for all loads scheduled, provides for the same method of calculating energy imbalance settlements. Such consolidated scheduling shall, for example, permit the combined scheduling of retail loads across companies in a single state that use a single dispatch center and for combined scheduling for retail and wholesale loads under the above stated circumstances.

V. SUPPLIER REGISTRATION AND PARTICIPATION REQUIREMENTS

A. Registration Process

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

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

The Company will notify the supplier of incomplete registration information within ten (10) calendar days of receipt. The notice to the supplier shall include a description of the missing or incomplete information.

VI. CREDIT REQUIREMENTS

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

A supplier shall satisfy its creditworthiness requirement and receive an unsecured credit limit by demonstrating that it has, and maintains, investment grade long-term bond ratings from any two of the following four rating agencies:

AGENCY	SENIOR SECURITIES RATING (BONDS)
Standard & Poors	BBB- or higher
Moody's Investors' Services	Baa3 or higher
Fitch IBCA	BBB- or higher
Duff & Phelps Credit Rating Company	BBB- or higher

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

The Company shall make reasonable alternative credit arrangements with a supplier that is unable to meet the aforementioned criteria and with those suppliers whose credit requirements exceed their allowed unsecured credit limit. The supplier may choose from any of the following credit arrangements in a format acceptable to the Company: a guarantee of payment; an irrevocable Letter of Credit; a Prepayment Account established with the Company; a Surety Bond, including the Company as a beneficiary; or other mutually agreeable security or arrangement. The alternate credit arrangements may be provided by a party other than the Certified Supplier, including one or more ultimate customers. The fact that a guarantee of payment, irrevocable Letter of Credit, Prepayment Account, or Surety Bond is provided by a party other than the Certified Supplier shall not be a factor in the determination of the reasonableness of any alternative credit arrangement, as long as such party and the related credit arrangements meet the Company's standard credit requirements. The amount of the security required must be and remain commensurate with the financial risks placed on the Company by that supplier, including recognition of that supplier's performance.

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

VII. END-USE CUSTOMER ENROLLMENT PROCESS**A. Pre-Enrollment End-use Customer Information List**

Upon request, the Company will electronically provide to any supplier certified by the Commission the most recent End-use Customer information list. The supplier will pay the Company \$150.00 per list for providing the list to the supplier.

The Company will offer the End-use Customer information list beginning on October 1, 2000 with updates available quarterly throughout the market development period. Once the list has been updated, a supplier may not use an End-use Customer information list from a prior quarter to contact End-use Customers, but suppliers shall not be required to purchase subsequent lists.

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

The following information will be provided on the End-use Customer information list for each End-use Customer who has not requested that all information be removed from this list:

- i) End-use Customer name
- ii) Service Address
- iii) Service City
- iv) Service State and Zip Code
- v) Mailing Address
- vi) Mailing City
- vii) Mailing State and Zip Code
- viii) Rate Schedule under which service is rendered, including class and sub-class (if applicable)
- ix) Rider (if applicable)
- x) Load Profile Reference Category
- xi) Meter Type (will provide information that is readily available)
- xii) Interval Meter data indicator (will provide information that is readily available)
- xiii) Budget Bill / PIPP indicator
- xiv) Meter Read Cycle
- xv) Most recent twelve (12) months of historical consumption data (actual energy usage plus demand, if available)

The Company will provide the End-use Customer information list by either a compact disc or on a designated website. The information will be prepared and distributed in a uniform and useable format that allows for data sorting. End-use Customers participating in the percentage of income payment plan (PIPP) program will be coordinated exclusively through the PIPP program administered by the Ohio Department of Development.

B. Certified Supplier Requests for End-use Customer Information

Certified Suppliers may request historical Interval Meter data through a DASR after receiving the appropriate End-use Customer authorization. The Interval Meter data will be transferred in a standardized electronic transaction. The Certified Supplier will be responsible for the incremental costs incurred to prepare and send such data. The charges for these services are listed in this or other tariff rate schedules.

C. Direct Access Service Requests (DASRs)

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

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

All DASRs will be submitted to the Company no more than thirty (30) calendar days prior to the scheduled Meter Read Date when the Certified Supplier desires the switch to occur, unless otherwise agreed upon by the parties. The Company will process all valid DASRs and send the End Use Customer confirmation within one business day. Simultaneous with the sending of the notice to the End Use Customer, the Company will electronically advise the Certified Supplier of acceptance. Notice of rejection of the DASR to the Certified Supplier shall also be sent in one business day, if

possible, but in no event later than four (4) calendar days, and include the reasons for the rejection. The Company shall provide a rescission period as provided by the Commission's rules. If the End Use Customer rescinds, the Company shall send a drop notice to the Certified Supplier. In the event of Customer rescission, the previous Certified Supplier will continue to serve the Customer under the same terms and conditions.

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

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

D. End-use Customer Return to Standard Offer Rate

An End-use Customer's return to Standard Service Offer may be a result of Customer choice, supplier default, termination of a supplier contract, opt out or termination of a governmental aggregation program, or supplier withdrawal.

An End-use Customer may contact the Company to return to the Company's Standard Service Offer. The return to the Standard Service Offer shall be conducted under the same terms and conditions applicable to an enrollment with a Certified Supplier. Thus, the Company will provide a rescission period consistent with the Commission rules. Provided the End-use Customer has observed the applicable notification requirements and the Company has effectuated the request to return the Standard Service Offer twelve (12) calendar days prior the next regularly scheduled Meter Read Date, the End-use Customer will be returned to the Standard Service Offer on the next regularly scheduled Meter Read Date.

Large Commercial and Industrial Customers Return to Standard Offer Rate

Large Commercial and Industrial Customers returning to Standard Service Offer must remain on Standard Service Offer for a period of not less than 12 consecutive months. The Company may be authorized by the Commission to offer a come and go rate, an exit fee, or other options for customers to switch from the Company before the end of the Company's minimum stay requirement, if any. These options are at the discretion of the Company. A come and go rate offering will allow customers to have a minimum stay of one billing cycle and will contain market based rates, which shall in no event be below the standard offer price. An exit fee, that may vary based on customer size or rate class, may be offered to allow the customer to avoid meeting the minimum stay requirement. If such provisions are authorized by the Commission they will be contained in the Company's Commission approved tariffs. End-use Customer notification requirements to the Company would be required before returning to the Company. Such notification requirements will be contained in the Company's Commission approved tariffs.

Residential and Small Commercial Customers Return to Standard Offer Rate

No consensus was reached.

VIII. END-USE CUSTOMER INQUIRIES AND REQUESTS FOR INFORMATION

A. End-use Customer Requests for Program Information and/or Usage Data

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

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

The list of Certified Suppliers will be posted on a designated website. The list of Certified Suppliers will contain suppliers currently registered to enroll End-use Customers in the Company's service territory and, until March 1, 2001, suppliers who have a registration pending with the Company. The list of Certified Suppliers will also designate, if available, which customer classes Certified Suppliers will be serving.

IX. METERING SERVICES AND OBLIGATIONS

A. Meter Requirements

Interval Meters will be required for End-use Customers who select a Certified Supplier and have a maximum annual peak demand greater than or equal to ____ kW [25kW for DP&L; 100kW for CG&E; 200kW for CSP and OP; 300kW for Monongahela Power; and 400kW in 2001-2002, 300kW in 2003, and 200kW thereafter for FirstEnergy] for the most recent twelve (12) month period.

B. Interval Meter Charges and Installation Process

The End-use Customer or Certified Supplier may request an Interval Meter for use at any account below the interval meter threshold. The End-use Customer shall be responsible for the incremental costs of upgrading the present meter plus all incremental costs associated with the installation of required or requested interval metering. The charges for an Interval Meter may include a tariffed rate or payment plan not to exceed twenty-four (24) months [thirty-six (36) months for DP&L]. Title to the interval meter shall remain with the Company.

The End-use Customer or the End-use Customer's Certified Supplier may select a meter from the Company's approved equipment list. The End-use Customer or its Certified Supplier may communicate with the meter for the purpose of obtaining usage data, subject to the Company's communication protocol. The End-use Customer is responsible for providing the telephone line for purposes of reading the meter.

An End-use Customer that is required to have interval metering must approve a work order for interval meter installation before it can be served by a Certified Supplier. For End-use Customers who are required to have an Interval Meter for the requested service, service may begin, assuming an approved work order, using a Company load profile for settlement; consumption meter reads would continue to be used for billing. This would be the approach during the period between when the End-use Customer has requested an Interval Meter and the time that the Company is able to install such a meter.

X. BILLING SERVICES AND OBLIGATIONS

No consensus was reached.

XI. END-USE CUSTOMER PAYMENT PROCESSING AND COLLECTIONS FOR CONSOLIDATED BILLING

No consensus was reached.

XII. CERTIFIED SUPPLIER BILLING TERMS AND CONDITIONS**A. Netting of End-use Customer Payment and Certified Supplier Charges Billed by the Company**

If the Certified Supplier defaults and the Company is performing Consolidated Billing of End-use Customers for the Certified Supplier, the Company reserves the right to retain the payments collected from the End-use Customers and apply the payments to the Company's charges.

XIII. LOAD PROFILING AND FORECASTING

Each Company will utilize its own load profiling methodology and will provide this methodology to Certified Suppliers.

XIV. LOAD SCHEDULING**A. Whole Megawatts (MWs)**

For any hour when the entity acting as a TSA supplies electric energy to its End-Use Customer it must submit a schedule. Scheduling shall be done in whole MW amounts. Scheduling of ones (1) and zeros (0) will be permitted for loads of less than one (1) MW. All TSAs must follow the required scheduling mechanisms in accordance with the Company's OATT.

XV. TRANSMISSION AND RETAIL ENERGY IMBALANCE SERVICE**A. Monthly Settlement**

Energy Imbalances will be calculated and settled within sixty (60) calendar days after the end of a calendar month, unless otherwise stated in accordance with the Company's OATT.

No other consensus was reached.

XVI. TRANSMISSION SCHEDULING AGENTS**A. Designation or Change of a Transmission Scheduling Agent**

A Certified Supplier may only designate one TSA at a time. Nothing in this Tariff shall prohibit the TSA from transacting with multiple generation sources.

XVII. CONFIDENTIALITY OF INFORMATION**A. Generally**

All confidential or proprietary information made available by one party to the other in connection with the registration by a supplier with the Company and/or the subsequent provision and receipt of Coordination Services under this Tariff, including but not limited to load curve data, and information regarding the business processes of a party and the computer and communication systems owned or leased by a party, shall be used only for purposes of registration with the Company, receiving Coordination Services and/or providing Competitive Retail Electric Service to Customers in the Company's service territory. Other than disclosures to representatives of the Company or Certified

Supplier for the purposes of enabling that party to fulfill its obligations under this Tariff or for a Certified Supplier to provide Competitive Retail Electric Service to Customers in the Company's service territory, a party may not disclose confidential or proprietary information without the prior authorization and/or consent of the other party.

B. Customer Information

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

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

A. Notice of Withdrawal to the Company

A Supplier shall provide electronic notice to the Company in a form specified by the Company of withdrawal by the Supplier from retail service in a manner consistent with the Commission's rules.

B. Notice to Customers

A Supplier shall provide notice to its Customers of withdrawal by the Supplier from retail service in accordance with the Commission's rules.

XIX. LIABILITY

A. General Limitation on Liability

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

B. Limitation on Liability for Service Interruptions and Variations

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

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

No consensus was reached.


XXI. ALTERNATIVE DISPUTE RESOLUTION

Alternative Dispute Resolution shall be offered to both Certified Suppliers and the Company as a means to address disputes and differences between Certified Suppliers and the Company. Alternative

Dispute Resolution shall be conducted in accordance with the Commission rules which provide for the service.

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing **Stipulation and Recommendation** was served by regular U.S. mail, postage prepaid or facsimile on each party of record, this 16th day of May, 2000.



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