

TRANSMISSION SERVICE TARIFF(AS AMENDED ¹ BY ORDER OF NRC STAFF)A. Service Provided

The service provided hereunder (Transmission Service) shall be the transmission of electric power between delivery and ~~(interconnection)~~ points of The Cleveland Electric Illuminating Company (CEI) for any electric entity² (Customer) ~~to, from, between or among~~ ~~public electric~~ ~~cooperatives or municipalities~~ located within the Combined CAPCO (Central Area Power Coordination Group) Company Territories (CCCT) ~~(Customer)~~. The service will be 60 Hertz, alternating current and three phase.

It is understood that the obligation of CEI to transmit power for Customer's account shall be subject to CEI's ability to transmit and deliver stated power consistent with the operation of its system under normal and emergency conditions for its own purposes. The availability of Transmission Service hereunder shall be determined by CEI, and the obligation of CEI shall be further limited to times during which power is actually received by CEI for delivery ~~to~~ for Customer. Nothing herein shall be construed as requiring CEI to enlarge its facilities to transmit such power. When CEI determines that Transmission Service is unavailable, it shall promptly orally notify the requesting party to that effect and the reason(s) therefor. This shall be confirmed in writing as soon as practicable but not later than three (3) days following the oral notification. The written confirmation shall be in sufficient detail to explain clearly the capacity constraints upon the system which make wheeling service unavailable. If, after having agreed to transmit power on any particular occasion, CEI is prevented from making or continuing such delivery, it shall use all due diligence to remove the cause of disability and shall resume delivery as promptly as possible.

1 Additions are underlined, deletions are dashed out.

2 Electric entity means any electric generation and or distribution system or municipality or cooperative with a statutory right or privilege to engage in either of these functions.

CEI shall provide Transmission Service within the limits of the capacity of its bulk transmission facilities, and related facilities, without undue interference with service to those interconnected systems the operations of which are conducted, in whole or in part, pursuant to the provisions of an agreement with CEI, including except other members of the CAPCO group, and to the extent that such Transmission Service does not impose a burden upon the system of CEI. In the event that CEI must limit or reduce wheeling services under this Service Schedule due to CEI's lack of transmission capacity, such reduction shall not be effected until reductions of at least 5% have been made in CEI's transmission allocations to other members of the CAPCO Group, and thereafter shall be made in proportion to reductions imposed upon other members of the CAPCO Group.

The Customer by commencing to take Transmission Service from CEI agrees to take and pay for, and CEI by commencing to furnish such Service agrees to furnish the Service, subject to the terms and conditions of this Service Tariff as they may be in effect from time to time subject to action by the governmental bodies having regulatory jurisdiction over services rendered hereunder.

Transmission Service shall be provided by CEI from time to time, upon (i) written request by a Customer for the reservation of transmission capacity (Transmission Reservation) for a period of one week or longer, (ii) concurrence in such request by CEI in writing, (iii) when necessary, any request or concurrence relating to the availability of transmission service may be made orally and shall be confirmed in writing as soon as practicable but not later than the third day following the day such oral request or concurrence is given, (iv) the execution and delivery of a Service Agreement as embodied in the Form of Service Agreement attached to this Tariff, (v) filing of such Service Agreement with the Federal Energy Regulatory Commission (FERC) or any superseding regulatory authority having jurisdiction and (vi) concurrence by CEI from time to time in the maximum amount reserved and the duration (one week or longer for any single transmission service) of the service so requested to be reserved.

B. Duration

This Service Tariff shall become effective 30 days after filing with the FERC and shall continue in effect for one year, and thereafter for similar periods unless changed, modified, or superseded. CEI reserves the right to make a filing with the FERC for termination of service under this tariff.

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C. Changes in Charges and Terms and Conditions of Service

This Service Tariff, the Services to be rendered, compensation and the terms, conditions, and rates included herein are subject to being superseded, changed, or modified either in whole or in part, made from time to time by a legally effective filing of CEI with or by order of the FERC or any superseding regulatory authority having jurisdiction and both CEI and Customer shall have the right at any time to seek unilaterally superseding services, compensation, terms, conditions, and rates from such regulatory authority.

D. Compensation

Customer shall, with respect to transmission service which shall be reserved during any period of one week or longer (the Reserved Period) under this Service Tariff, pay to CEI monthly, an amount calculated separately for each Transmission Reservation equal to the product of (i) the prorated monthly rate, \$.72 and (ii) the maximum amount of kilowatts which shall have been reserved (the Reserved Quantity) for transmission from or to such interconnection point during the Reserved Period; provided, however, that if at any time during said Reserved Period the amount of power and energy actually delivered at the delivery point, adjusted for losses thereon from or to the interconnection point for which such transmission service shall be so reserved, shall exceed the actual amount of power and energy received at the receiving point, the excess shall be deemed to be and shall be paid for by Customer as an unscheduled inadvertent power delivery. Any such excess delivery shall be settled for either by the return of equivalent power and energy or payment of the out-of-pocket cost incurred by CEI, plus 10% of such cost. Out of-pocket cost shall compensate CEI for costs incurred that would otherwise not have been incurred and shall be as of the delivery point specified in the appropriate Service Agreement. If equivalent energy is returned, it shall be returned at times when the load conditions of CEI are equivalent to the load conditions of CEI at the time the energy for which it is returned was delivered or, if CEI elects to have equivalent energy returned under different conditions, it shall be returned in such amount, to be agreed upon by CEI and the Customer, as will compensate for the difference in conditions. There shall be added to any amount calculated pursuant to any of the foregoing provisions of this Section an amount in dollars sufficient to reimburse CEI for any amount paid or payable by it as sales, excise or similar taxes (other than taxes based upon or measured by net income).

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E. Arrangements With Other Systems

If the requested Transmission Service involves transmission directly or indirectly on the facilities of a third utility system, Customer will make arrangements for use of those facilities directly with that third system, and CEI shall not be obliged to commence transmission service until such arrangements have been made. CEI shall be furnished promptly with copies of all agreements relating thereto and any arrangements or supplements thereto. Customer expressly agrees to indemnify and save harmless and defend CEI against all claims, demands, costs, or expenses arising out of providing the Transmission Service, including, without limitation, claims or demands asserted by any supplying utility or any third party in connection with the delivery of power to CEI for Customer's account.

F. Losses

Subject to the provisions of Section I and J hereof, CEI will, in each hour that power is delivered to it for transmission for Customer's account, transmit and deliver ninety-eight percent (98%) of such power (adjusted to the nearest whole MW) to delivery point of Customer, it being agreed that 2% of such power fairly reflects losses on the CEI system.

G. Billing And Payment

Bills for Transmission Service shall be rendered monthly by CEI and paid monthly by Customer. All such bills shall be due and payable within forty-five days from the receipt of the bill. Any amount due and unpaid after the due date shall be termed delinquent and there shall be added interest of one percent (1.0%). For each succeeding thirty day period an additional one percent (1.0%) of the then unpaid amount shall be added until the amount is paid in full. CEI shall credit its test year cost of service in any future rate proceeding with the difference in interest actually received by application of the 1% monthly charge and the amount of interest that would be calculated by employing the monthly average prime interest rate, as reported in the Federal Reserve Bulletin for short-term business loans by commercial banks, in effect for the monthly period covered by the penalty.

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In order that bills may be rendered promptly after the end of each month, it may be necessary from time to time to estimate certain factors involved in calculating the monthly billing. Adjustments for errors in such estimates shall be included in the bill for the month following the time when information becomes available to make such corrections or adjustments in the billing for the preceding month or months.

H. Interruptions Of Transmission Service

It is understood and agreed that the Transmission Service, if and when available, will be furnished except (1) for interruptions or reductions due to forces described in Section I of this Service Tariff; (2) for interruptions or reductions due to action instituted by automatic or manual control which results in disconnection for the purpose of maintaining overall reliability and continuity of CEI's transmission system or for the purpose of protecting its generation or transmission facilities; (3) for temporary interruptions or reductions, which, in the opinion of CEI, are necessary or desirable for the purpose of maintenance, repairs, replacements, or installation of equipment, or investigation and inspection. CEI does not guarantee that the Transmission Service delivered hereunder will be free from interruption or impairment and CEI shall not be liable to Customer for damages resulting therefrom. CEI, except in case of emergency as determined by CEI, will give Customer reasonable advance notice of any scheduled temporary interruptions or impairment of Transmission Service. Customer will notify CEI's dispatchers of any unscheduled interruption or impairment of Transmission Service by telephone and confirm such notice in writing on the same date such notice was given. CEI will use due diligence to remove all causes of such interrupted or impaired service.

I. Force Majeure

In case either CEI or Customer should be delayed in or prevented from performing or carrying out any of the agreements, covenants, and obligations made by and imposed upon said parties by this Service Tariff by reason of or through strike, stoppage in labor, failure of contractors or suppliers or materials, riot, fire, flood, ice, invasion, civil war, commotion, insurrections, military or usurped power, order of any Court granted in any bona fide adverse legal proceedings or action, or of any civil or military authority either de facto or de jure, explosion, act of God or the public enemies, or any cause reasonably beyond its control and not attributable to its neglect; then, and in such case or cases, such

party shall not be liable to the other party for or on account of any loss, damage, injury or expense resulting from or arising out of such delay or prevention; provided, however, that the party suffering such delay or prevention shall use due and, in its judgment, practicable that neither party shall be required by the foregoing provisions to er, settle a strike except when, according to its own best judgment, such settlement seems advisable.

J. Customer's and CEI's Responsibilities

Customer and CEI will exercise diligence to use and provide the electric service furnished under this Service Tariff with a view to securing efficiency of Customer's and CEI's apparatus and systems in keeping with generally accepted good operating standards, will maintain a power factor as near unity as practicable consistent with good engineering practice, will coordinate their respective systems relaying and fusing so as to preclude unnecessary interruptions, will maintain their respective lines at all times in a safe operating condition, will operate their respective lines in such manner as not to interfere with the service to customers of either party and will coordinate maintenance which may adversely affect the operation of their respective facilities. Customer will use electric service equally from three phases as nearly as possible. IF CEI shall deem it necessary that voltage regulating equipment, including but not limited to the structures and devices associated with such equipment, is required, such equipment shall be provided, owned and maintained by Customer.

Customer assumes all responsibility for electricity beyond the point of delivery and CEI shall not be liable for damages to the person or property of Customer or its employees or any other persons resulting from the use of presence of electricity beyond the point of delivery.

K. Metering

Metering equipment will be supplied, installed, wired, owned and maintained, calibrated and scaled by CEI. Such meters shall be of a type selected by CEI.

When metering is at a point other than the delivery point, the metering equipment shall be compensated to register values, which would have been recorded if the equipment had been located at the delivery point.

The accuracy of the metering equipment shall be verified by proper test at any time upon reasonable notice given by either CEI or Customer to the other, and each party shall be entitled to have a representative present at such verification.

The work of testing and adjusting any meter for accuracy shall be performed by and at the expense of CEI, provided that such test is not called for by Customer more often than once in twelve months. If either party shall require more than one verification of any meter in any twelve month period, and the meter proves to be accurate within two (2) percent plus or minus, the additional verification shall be at the expense of the party requesting it.

If such equipment is found to be inaccurate by more than two (2) percent plus or minus, the equipment shall be made accurate and the meter readings for the period of inaccuracy shall be adjusted to correct such inaccuracies as far as the same can be reasonably ascertained. If the period of inaccuracy cannot be reasonably ascertained, the the period of inaccuracy will be deemed to have encompassed one-half of the time period since the last test of the meter.

In the event that CEI's meters fail to register properly during any billing period, the demand and energy quantities will be estimated by CEI from the best available data.

Customer agrees to supply, free of cost, a suitable location for the installation of CEI's metering equipment and such other facilities as are required by CEI in its judgment in providing the requested service. Such location shall be in accordance with specifications as supplied by CEI.

Customer gives all necessary permission to enable the agents of CEI to carry out the terms and conditions of this rate schedule and construct and maintain its lines and circuits in and at all places required by CEI and owned, leased or controlled by Customer. Customer gives to CEI the right for its duly authorized agents and employees to enter the premises of Customer at all reasonable times for the purpose of reading meters, keeping in repair or removing its property or inspecting its work incident to rendering service under this Service Tariff.

Other arrangements for ownership, testing, installing calibrations may be used as may be mutually agreed to by CEI and Customer.

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L. No Dedication Of Facilities

Any undertaking by one party to the other under any provision of this Service Tariff shall not constitute the dedication of the system or any portion thereof of any party to the public or to the other party, and it is understood and agreed that any such undertaking by any party shall cease upon termination of this Service Tariff.

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FORM OF SERVICE AGREEMENT

This Agreement made and entered into this _____ day of _____, 19__ by and between The Cleveland Electric Illuminating Company (CEI) and _____ (Customer).

WITNESSETH

That in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree with each other as follows:

CEI shall provide transmission service in accordance with the terms and conditions of CEI's FERC Transmission Service Tariff as the same may be amended from time to time and in accordance with the specifications set forth on attached Exhibit(s) A and Exhibits (s) B.

In Witness Whereof, CEI and Customer have caused this Service Agreement to be executed in duplicate in their names by their respective duly authorized officials, as of the day and year first above written.

Attest:

Name of Customer

By _____

Approved:

THE CLEVELAND ELECTRIC ILLUMINATING
COMPANY

By _____

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EXHIBIT A
POINT OF RECEIPT AND SERVICE SPECIFICATIONS

1. Name of Customer: _____

2. Location of point of receipt: _____

3. Description of electricity:

Electricity received from supplying utility (Customer) will be three phase, _____ wires, alternating current of approximately 60 Hertz, at a nominal voltage of _____ volts.

4. Demand reservation: _____ KW

5. Metered voltage: _____

6. Location of meter: _____

7. Effective date: _____

8. Reservation period: _____, 19 __ to _____, 19 __.

9. Provisions for special facilities or conditions: _____

In Witness Whereof, CEI and Customer have each caused this Exhibit A to Service Agreement for Provision of Transmission Service, dated _____, 19 __, to be executed in their names by their respective duly authorized officials on this _____ day of _____, 19 __.

THE CLEVELAND ELECTRIC
ILLUMINATING COMPANY

Name of Customer

By _____

By _____

EXHIBIT B
DELIVERY POINT AND SERVICE SPECIFICATIONS

1. Name of Customer: _____

2. Location of point of delivery: _____

3. Description of electricity:

Electricity delivered by CEI will be three phase, _____
wires, alternating current of approximately 60 Hertz, at a nominal
voltage of _____ volts, an estimated demand of
_____ KW.

4. Metered voltage: _____

5. Location of meter: _____

6. Effective date: _____

7. Provisions for special facilities or conditions: _____

In Witness Whereof, CEI and Customer have each caused this Exhibit B to
Service Agreement for Provision of Transmission Service, dated _____,
19 __, to be executed in their names by their respective duly authorized officials
on this _____ day of _____, 19 __.

THE CLEVELAND ELECTRIC
ILLUMINATING COMPANY

Name of Customer

By _____

By _____

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