

**BEFORE**

**THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Complaint of Material	)	
Sciences Corporation,	)	
	)	Case No. 13-2145-EL-CSS
Complainant,	)	
	)	
v.	)	
	)	
The Toledo Edison Company,	)	
	)	
Respondent.	)	

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**DIRECT TESTIMONY OF**

**JOANNE M. SAVAGE**

**ON BEHALF OF**

**THE TOLEDO EDISON COMPANY**

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**PUBLIC VERSION**

1 **Q. PLEASE STATE YOUR FULL NAME, JOB TITLE, AND BUSINESS**  
2 **ADDRESS.**

3 A. My name is Joanne M. Savage and I am an Analyst in the Rates and Regulatory  
4 Affairs Department – Ohio of FirstEnergy Service Company. My business address is 76  
5 South Main Street, Akron, Ohio 44308.

6 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND**  
7 **EXPERIENCE.**

8 A. I received a Bachelor of Science degree in Accounting and Finance from Albright  
9 College and a Master of Business Administration degree in Corporate Finance from  
10 Alvernia University. I have been employed by FirstEnergy Service Company since 2005  
11 and have held various positions in the Rates and Regulatory Affairs Department since  
12 that time. I have been an analyst in the Rates and Regulatory Affairs Department - Ohio  
13 since February 2011.

14 **Q. WHAT ARE YOUR CURRENT JOB DUTIES AND AREAS OF**  
15 **RESPONSIBILITY?**

16 A. My current responsibilities include analyzing financial data to determine revenue  
17 requirements of Ohio Edison Company (“Ohio Edison”), The Cleveland Electric  
18 Illuminating Company (“CEI”) and The Toledo Edison Company (“Toledo Edison” or  
19 “Company”) (collectively, “FirstEnergy” or the “Companies”). I also participate in the  
20 strategic direction, and conduct research and analyses, for a wide range of regulatory  
21 proceedings including, but not limited to the FirstEnergy SmartGrid Modernization  
22 Initiative, Electric Security Plan(s), Significantly Excessive Earnings Test (“SEET”) and  
23 various riders. I have experience in a number of matters that have come before the Public

1 Utilities Commission of Ohio (“PUCO” or “Commission”) and interact with customer  
2 service representatives on various issues related to the Companies’ tariffs and Electric  
3 Service Regulations. In addition to my experience in Ohio, I spent six years providing  
4 regulatory support and analyses for the FirstEnergy Corp. Pennsylvania utilities.

5 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE A REGULATORY**  
6 **BODY?**

7 A. Yes. I have previously testified before the Pennsylvania Public Utility  
8 Commission.

9 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS**  
10 **PROCEEDING?**

11 A. The purpose of my testimony in this proceeding is to respond to Material Sciences  
12 Corporation’s (“MSC”) Complaint and allegations in the direct testimony filed on behalf  
13 of MSC. In particular, my testimony will explain Toledo Edison’s Economic Load  
14 Response Program Rider (“Rider ELR”), explain MSC Walbridge Coatings, Inc.’s  
15 election to participate in Rider ELR, provide an overview of the Emergency Curtailment  
16 Events (“ECEs”) of 2013, and give details regarding its performance during the  
17 September 11, 2013 ECE. While MSC is the Complainant in this matter, Toledo  
18 Edison’s customer is MSC Walbridge Coatings, Inc. For ease of reference, I will refer to  
19 both entities as “MSC” in my testimony.

20 **TOLEDO EDISON’S ECONOMIC LOAD RESPONSE (RIDER ELR)**

21 **Q. DOES TOLEDO EDISON OFFER AN INTERRUPTIBLE SERVICE**  
22 **RIDER?**

1 A. Yes. Toledo Edison offers two interruptible service riders that eligible customers  
2 can choose to participate in: the Economic Load Response Program Rider (“Rider ELR”);  
3 and the Optional Load Response Program Rider (“Rider OLR”). MSC chose to take  
4 service under Rider ELR and, thus, my testimony will focus on this program. The terms  
5 and conditions of the program are set forth in the Commission-approved Rider ELR,  
6 Tariff P.U.C.O. No. 8 (the “Tariff”), Sheet No. 101 of Toledo Edison’s Schedule of  
7 Rates. Please see Exhibit JMS-1 for a copy of Toledo Edison’s Rider ELR, which was in  
8 effect at all times relevant to MSC’s Complaint.

9 **Q. DID THE COMMISSION APPROVE RIDER ELR?**

10 A. Yes. Rider ELR was approved by the Commission as part of three separate  
11 proceedings. Rider ELR was originally approved under the Companies’ first Electric  
12 Security Plan (“ESP”) in Case No. 08-935-EL-SSO (“ESP 1”). The continuation of  
13 Rider ELR was approved as part of the Stipulation in Case No. 10-388-EL-SSO (“ESP  
14 2”), which was approved by the Commission in the Order dated August 25, 2010. The  
15 current Rider ELR covers the time period of ESP 2, which is June 1, 2011 – May 31,  
16 2014. As part of the Companies’ most recent Electric Security Plan in Case No. 12-  
17 1230-EL-SSO (“ESP 3”), Rider ELR was extended for an additional two years until May  
18 31, 2016.

19 **Q. WHO WERE THE SIGNATORY PARTIES THAT SUPPORTED THE**  
20 **STIPULATION IN THE ESP 2 CASE, INCLUDING RIDER ELR?**

21 A. The Stipulation in ESP 2 was signed by numerous parties representing customer  
22 groups, various suppliers, and special interest groups. MSC was one of the signatories to  
23 the ESP 2 Stipulation and recommended that the Commission approve the Stipulation. In

1 doing so, MSC agreed to support the reasonableness of the ESP and the Stipulation  
2 before the Commission. Additionally, MSC was a signatory party to the Stipulations in  
3 the Companies' ESP 1 and ESP 3, and recommended that the Commission approve those  
4 Stipulations as well.

5 **Q. WHAT IS THE PURPOSE OF RIDER ELR?**

6 A. Rider ELR includes a demand response program offered by Toledo Edison that  
7 allows for curtailments to be called by a regional transmission organization ("RTO"), a  
8 transmission operator, or Toledo Edison. The availability of curtailable load provides a  
9 resource for Toledo Edison, the RTO and/or the transmission operator to use when an  
10 emergency situation exists that may jeopardize the integrity of either the distribution  
11 system or the transmission system. The ability to call on these curtailable resources  
12 enhances the reliability of the electrical system during periods of system emergency.

13 Customers elect to take service under Rider ELR and they are, in turn,  
14 compensated for this election and their corresponding compliance with the requirements  
15 of Rider ELR, including the obligation to curtail, via credits on their electric service.  
16 Other customers of the Companies fund these credits in exchange for Rider ELR  
17 customers' commitment to curtail load in the event of an emergency – so that firm  
18 service customers are less likely to be impacted in such an emergency.

19 In addition, Toledo Edison uses the demand response attributes from this Rider  
20 ELR program to help meet its statutory requirements for peak demand reductions, as  
21 mandated in Senate Bill 221.

22 **Q. IS PARTICIPATION IN RIDER ELR REQUIRED?**

1 A. No. Customers have the choice, not the obligation, to participate in Rider ELR.  
2 Rider ELR customers, such as MSC, elected to participate in Rider ELR. The customer  
3 and the Company sign a contract to document the customer's agreement to participate in  
4 Rider ELR and the obligations of that participation. Once a customer chooses to  
5 participate in Rider ELR, they are subject to the mandatory terms and conditions of the  
6 Tariff, including the requirements for compliance and the penalties for non-compliance.  
7 Instead of electing to participate in Rider ELR, a customer could elect to shop with a  
8 competitive retail electric service provider ("CRES provider") and/or participate in  
9 demand response programs in the PJM Interconnection, LLC ("PJM") market offered by  
10 a non-utility Curtailment Service Provider.

11 **Q. WHO IS ELIGIBLE TO PARTICIPATE IN RIDER ELR?**

12 A. As defined in the applicability section of Rider ELR, Rider ELR is limited to  
13 customers who took service under an interruptible tariff as of February 1, 2008, or an  
14 interruptible contract with the Company as of February 1, 2008, that subsequently  
15 expired or was terminated. Further, the customer must be able to successfully  
16 demonstrate that it can reduce its measured load to a pre-established contract Firm Load  
17 (as defined in the Rider) within two hours of notification by the Company without the  
18 need of a generator, and customers must execute the Company's standard Rider ELR  
19 Program contract. Other criteria are defined in the applicability section shown on Page 1  
20 of Exhibit JMS-1.

21 **Q. WHAT ARE A RIDER ELR CUSTOMER'S OBLIGATIONS?**

22 A. Rider ELR places certain obligations upon customers, and, in exchange for the  
23 credits about which I will testify below, customers must satisfy their obligations. By

1 signing the Rider ELR Program contract, which includes the customer's self-chosen Firm  
2 Load, the customer commits its demand response capability to Toledo Edison for  
3 purposes of Toledo Edison's compliance with the peak demand reduction benchmarks set  
4 forth in Senate Bill 221 and the Commission's associated rules and regulations. Based  
5 upon the customer's commitments and load characteristics, Toledo Edison may also  
6 commit those demand response resources as a capacity obligation to PJM. Importantly,  
7 during an ECE, a customer is obligated to curtail all load above its Firm Load within two  
8 hours of advance notification by the Company.

9 **Q. PLEASE EXPLAIN FURTHER THE PROGRAM CREDITS RECEIVED**  
10 **BY RIDER ELR CUSTOMERS.**

11 A. Customers participating in Rider ELR receive \$10/KW per month for each unit of  
12 Curtailable Load made up of two parts: a Program Credit of \$5/KW per month for each  
13 KW of Curtailable Load and an additional \$5/KW per month for each unit of Curtailable  
14 Load under Provision B of the Economic Development Rider ("Rider EDR(b)").  
15 Curtailable Load is calculated for each customer by subtracting the customer's contract  
16 Firm Load from its monthly highest thirty-minute integrated kW load occurring during  
17 the non-holiday weekday hours of 11 a.m. to 5 p.m Eastern Standard Time (equivalent to  
18 noon to 6 p.m. Eastern Daylight Time), subject to a maximum Curtailable Load.

19 In other words, a Rider ELR customer is eligible to receive \$10/KW per month  
20 for each unit of Curtailable Load. For example, a customer with a Curtailable Load of  
21 50,000 KW would receive a monthly credit amount of \$500,000.

22 Customers receive the Rider ELR and Rider EDR(b) credits regardless of whether  
23 an ECE occurs in a given month or given year.

1 **Q. WHO PAYS FOR THE CREDITS RECEIVED BY RIDER ELR**  
2 **CUSTOMERS?**

3 A. The credits available to Rider ELR customers under Rider ELR and Rider EDR(b)  
4 are paid for by other customers of the Companies: half through the DSE1 charge of the  
5 Demand Side Management and Energy Efficiency Rider ("Rider DSE"), and the other  
6 half through Provision E of Rider EDR ("EDR(e)"). The DSE 1 charge included in Rider  
7 DSE is paid by all customers, excluding those customers taking service under Rider ELR.  
8 The EDR(e) charge is paid by customers served on rate schedules GS and GP. Thus, all  
9 other customers pay for the credits received by Rider ELR customers.

10 **MSC'S ELECTION TO**  
11 **RECEIVE SERVICE UNDER RIDER ELR**

12 **Q. IS MSC A PARTICIPANT IN RIDER ELR?**

13 A. Yes, MSC is currently a participant in Rider ELR and currently meets the  
14 applicability requirements as defined in Rider ELR. Despite the availability of other  
15 options for taking service from a CRES provider or participating in other PJM demand  
16 response programs, MSC has elected to take service under Rider ELR. Attached to my  
17 testimony as Exhibit JMS-2 are true and accurate copies of MSC's Rider ELR addenda  
18 with Toledo Edison, which were executed in connection with each of the Companies'  
19 ESPs.

20 **Q. HOW LONG HAS MSC PARTICIPATED IN TOLEDO EDISON'S**  
21 **INTERRUPTIBLE SERVICE PROGRAM?**

22 A. MSC has been a Rider ELR customer since June 1, 2009, which was the inception  
23 of this optional Rider.

1 **Q. OVER THE COURSE OF THAT TIME, WHAT WAS THE VALUE OF**  
2 **THE CREDITS RECEIVED BY MSC FOR ITS PARTICIPATION?**

3 A. Between June 1, 2009 and December 31, 2013, MSC received credits in excess of  
4 [REDACTED] as a result of its participation in Rider ELR.

5 **Q. OVER THE COURSE OF THAT SAME TIME, HOW MANY TIMES HAS**  
6 **MSC BEEN REQUIRED TO CURTAIL PURSUANT TO RIDER ELR?**

7 A. Between June 1, 2009 and December 31, 2013, MSC was subject to five ECEs  
8 and two test events: 1 test event in 2011, 1 test event in 2012, and 5 ECEs in 2013. The  
9 test events are required by the RTO (i.e., PJM) in a calendar year when an ECE has not  
10 occurred between June 1 and August 15. The test events provide Rider ELR customers  
11 with significant advance notice and are pre-scheduled. Therefore, July 15, 2013 was the  
12 first time in the four years since June 2009 that MSC was required to curtail its load due  
13 to an ECE.

14 **EMERGENCY CURTAILMENT EVENTS**

15 **Q. WHAT CONSTITUTES AN ECE?**

16 A. For purposes of Rider ELR, an ECE is called where an emergency situation exists  
17 that may jeopardize the integrity of either the distribution or transmission system in the  
18 area.

19 **Q. WHO DETERMINES WHEN AN ECE OCCURS?**

20 A. An ECE can be called when either Toledo Edison, an RTO such as PJM and/or a  
21 transmission operator (such as American Transmission Systems, Inc. ("ATSI"))  
22 determines, in their respective sole discretion, that such an emergency situation exists.

1 **Q. WHAT MUST A RIDER ELR CUSTOMER DO WHEN AN ECE**  
2 **OCCURS?**

3 A. They must reduce their load down to their Firm Load level within two hours of  
4 being notified by the Company. More specifically, under the terms of Rider ELR, upon  
5 no less than two hour advance notification provided by the Company, a customer taking  
6 service under Rider ELR must curtail all load above its Firm Load during an ECE.  
7 During the entire period of an ECE, the customer's actual measured load must remain at  
8 or below its Firm Load for each and every clock half hour.

9 **Q. WHAT IS "FIRM LOAD?"**

10 A. Firm Load, as defined in Rider ELR, is the portion of a customer's electric load  
11 that is not subject to curtailment under Rider ELR.

12 **Q. DID MSC CHOOSE ITS FIRM LOAD?**

13 A. Yes. When electing to participate in Rider ELR the customer selects their Firm  
14 Load. MSC was sent an addendum with a blank line to enter a Firm Load. Please see  
15 Exhibit JMS-3 for a copy of the letter sent to the customer to elect to participate in Rider  
16 ELR for ESP 2. MSC's executed contract reflects MSC's self-chosen Firm Load: 2,000  
17 kW=kVA. See Exhibit JMS-2, page 2, for a copy of MSC's completed and operative  
18 addenda for the current ESP. (This is the same Firm Load that MSC chose for the time  
19 periods in ESP 1 and ESP 3, as shown on pages 1 and 3 of Exhibit JMS-2, respectively.)

20 **Q. HOW IS ACTUAL LOAD MEASURED DURING AN ECE?**

21 A. During an ECE, actual measured load is measured every clock half hour. A  
22 customer's actual measured load is determined using the greater of the customer's highest

1 lagging kVA or highest kW during each half-hour interval of the ECE. Actual measured  
2 load is compared to Firm Load for every half hour of an ECE.

3 **Q. WHAT HAPPENS IF AN ECE IS CALLED IN THE MIDDLE OF A**  
4 **HALF-HOUR PERIOD?**

5 A. Because Rider ELR calls for measured load to be calculated in half-hour  
6 increments, partial time periods at the beginning or the end of an event are not considered  
7 in determining whether a Rider ELR has complied with its obligations to curtail to Firm  
8 Load. For example, if an ECE starts at 3:15 p.m., the first interval during which a Rider  
9 ELR customer's load is evaluated – and the first interval in which a Rider ELR customer  
10 may be penalized for non-compliance – is 3:30- 4:00 p.m. If an event starts at 2:04 p.m.,  
11 the first interval in which the customer's load is evaluated is 2:30- 3:00 p.m.

12 **Q. WHAT WAS THE BASIS FOR EACH OF THE ECES THAT OCCURRED**  
13 **IN 2013?**

14 A. Each of the ECEs in 2013 for Rider ELR was the result of a load management  
15 event called by PJM. Thus, on each of those days, PJM determined that an emergency  
16 situation existed that jeopardized the integrity of the transmission system in Toledo  
17 Edison's area (and other areas).

18 **Q. HOW DOES TOLEDO EDISON RECEIVE NOTICE FROM PJM?**

19 A. When an ECE in any of the Companies' territories is initiated based on PJM's  
20 directive, PJM sends an email announcing that it has called a "zonal load management  
21 event" within the ATSI zone. This email is sent to and received by the Regulated  
22 Generation Dispatch Department of FirstEnergy Service Company.

1   **Q.     HOW DOES TOLEDO EDISON PROVIDE NOTICE TO RIDER ELR**  
2   **CUSTOMERS?**

3   A.     The dispatcher on duty from the Regulated Generation Dispatch Department  
4   verifies the event by viewing the log on the PJM website. Once confirmed, the  
5   dispatcher proceeds to issue a notification of an ECE to all affected Rider ELR  
6   customers. The dispatcher initiates the notice simultaneously to all Rider ELR  
7   customers' representatives – via phone (voice or text), fax, or email.

8           Rider ELR customers identify the customer representatives they want to receive  
9   notice of Rider ELR related activities. Notifications can be received by phone, fax,  
10   email, etc. Customers are not limited to a number of recipients or methods of  
11   notification. Receipt of notifications is the sole responsibility of the Rider ELR  
12   customer. On a periodic basis, Toledo Edison tests the notification system and follows  
13   up on notifications that are identified as undeliverable.

14   **Q.     WHAT HAPPENS AFTER TOLEDO EDISON ISSUES NOTICE OF AN**  
15   **ECE TO RIDER ELR CUSTOMERS?**

16   A.     Pursuant to the terms of Rider ELR, the customer must curtail all load above its  
17   Firm Load upon no less than two hour advance notification provided by the Company.  
18   In other words, the customer must curtail its interruptible load within two hours after the  
19   Company sends the notification.

20   **Q.     DOES PJM PROVIDE NOTICE TO TOLEDO EDISON MORE THAN**  
21   **TWO HOURS BEFORE PJM'S ZONAL LOAD MANAGEMENT EVENT IS**  
22   **SCHEDULED TO BEGIN?**

1 A. No. In 2013, notification from PJM was issued to the Companies approximately  
2 two hours – and, more often than not, less than two hours – prior to the start of PJM’s  
3 zonal load management events. PJM’s start time is beyond the control of Toledo Edison.  
4 Therefore, pursuant to the Rider ELR tariff, the start time of an ECE for a Rider ELR  
5 customer is triggered by the Company’s notice to the customer. In order to be in  
6 compliance with their obligations under Rider ELR, customers must curtail within two  
7 hours from the time of the notification provided by the Company, regardless of the time  
8 PJM issues its notification or PJM’s start time.

9 **Q. PLEASE PROVIDE EXAMPLES OF WHEN TOLEDO EDISON**  
10 **RECEIVED NOTICE OF A ZONAL LOAD MANAGEMENT EVENT FROM**  
11 **PJM AND WHEN TOLEDO EDISON ISSUED ITS SUBSEQUENT NOTICE OF**  
12 **AN ECE TO RIDER ELR CUSTOMERS.**

13 A. In 2013, there were 5 ECEs. The chart below shows: the date of the event; the  
14 time of the email notice from PJM; the PJM identified start time of the PJM zonal load  
15 management event; the time of the notice from Toledo Edison to Rider ELR customers;  
16 and the start time of the ECE. Most importantly, it shows the first full half hour that is  
17 recognized for compliance and penalty calculation purposes. As displayed below, in four  
18 of the five events of 2013, PJM notified the Company of the event less than two hours  
19 before PJM’s start time. For the September 11, 2013 ECE at issue in this case, PJM  
20 notified the Company of the event exactly two hours before PJM’s start time.

21

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<b>Date<sup>1</sup></b>	<b>Time of Notice from PJM</b>	<b>Start Time of PJM's Event</b>	<b>Time of ECE Notice from Toledo Edison</b>	<b>Start Time of ECE</b>	<b>First Interval for ECE Compliance<sup>2</sup></b>
July 15, 2013	1:53 PM	3:50 PM	2:08 PM	4:08 PM	4:30-5:00 PM
July 16, 2013	11:31 AM	1:30 PM	11:34 AM	1:34 PM	2:00-2:30 PM
July 18, 2013	12:41 PM	2:40 PM	12:46 PM	2:46 PM	3:00-3:30 PM
Sept. 10, 2013	1:51 PM	3:50 PM	2:17 PM	4:17 PM	4:30-5:00 PM
Sept. 11, 2013	12:00 PM	2:00 PM	12:04 PM	2:04 PM	2:30-3:00 PM

2

3 **Q. WOULD IT HAVE BEEN POSSIBLE FOR TOLEDO EDISON TO**  
4 **PROVIDE RIDER ELR CUSTOMERS WITH TWO HOURS' NOTICE (OR**  
5 **MORE) PRIOR TO PJM'S START TIME FOR THE ZONAL LOAD**  
6 **MANAGEMENT EVENTS?**

7 A. No. As indicated in the table above, it would not have been possible. For four of  
8 the ECEs in 2013, the Company itself received notice from PJM less than two hours from  
9 the time identified by PJM for the start of the load management event.

10 **Q. ARE RIDER ELR CUSTOMERS REQUIRED TO CURTAIL TO FIRM**  
11 **LOAD BY THE TIME IDENTIFIED IN THE NOTIFICATION BY PJM FOR**  
12 **THE ZONAL LOAD MANAGEMENT EVENT?**

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<sup>1</sup> All times in this table are listed in Eastern Prevailing Time (EPT), which is equivalent to Eastern Standard Time (EST) or Eastern Daylight Time (EDT) depending on the time of year. For the five dates listed in the table, EDT was in effect.

<sup>2</sup> For purposes of compliance and penalty calculations per Rider ELR

1 A. No. Rider ELR does not require the customer to curtail by the time identified by  
2 PJM. While the notification to the customer from Toledo Edison includes the start time  
3 of the PJM zonal load management event, Rider ELR customers are not deemed to be  
4 non-compliant if they curtail to Firm Load within two hours of the Company's notice, as  
5 set forth in the Rider. More importantly, on September 11, 2013, as shown in the table  
6 above, the Company did not begin to measure compliance until the 2:30 - 3:00 p.m.  
7 interval – or two hours and 26 minutes after MSC was notified of the ECE.

8 **Q. WHAT HAPPENS IF RIDER ELR CUSTOMERS DO NOT CURTAIL TO**  
9 **THEIR FIRM LOAD AS REQUIRED DURING AN EMERGENCY**  
10 **CURTAILMENT EVENT?**

11 A. One outcome that may result if Rider ELR customers do not meet their  
12 commitments is that Toledo Edison may need to take other action on the system in order  
13 to ensure system reliability. This may include curtailing other, non-interruptible retail  
14 customers, such as firm service residential and business customers.

15 **Q. IS RIDER ELR CUSTOMERS' CURTAILMENT DURING AN ECE**  
16 **OPTIONAL OR VOLUNTARY?**

17 A. No. The Tariff is clear that the obligations of Rider ELR participants upon the  
18 occurrence of an ECE are mandatory. Nothing in Rider ELR implies or would allow a  
19 customer to deem compliance with an ECE to be voluntary. If a customer questioned  
20 whether an event was mandatory, the appropriate action would be to call their customer  
21 service representative.

1 **Q. DOES RIDER ELR PROVIDE FOR ANY PENALTIES IF A RIDER ELR**  
2 **CUSTOMER FAILS TO CURTAIL TO ITS FIRM LOAD WITHIN TWO HOURS**  
3 **OF NOTIFICATION BY TOLEDO EDISON?**

4 A. Yes. Rider ELR provides for mandatory penalties for non-compliance based on  
5 two scenarios of a customer's failure to curtail as required during an ECE.

6 For the first scenario, if the customer's actual measured load is greater than 100%  
7 but less than or equal to 110% of its Firm Load at any time during the ECE, the customer  
8 shall forfeit its Rider ELR Program Credit for the month in which the ECE occurred and  
9 shall pay the ECE Charge set forth in the Rates section of the Rider. These penalties are  
10 mandatory and Toledo Edison must assess them. In other words, Rider ELR provides no  
11 discretion to the Company in this regard.

12 For the second scenario, if the customer's actual measured load exceeds 110% of  
13 its Firm Load at any time during the ECE, the customer must do all of the following  
14 under the Tariff: (1) forfeit its Rider ELR Program Credit for the month in which the  
15 ECE occurred; (2) pay the ECE Charge set forth in the Rates section of Rider ELR; and,  
16 (3) pay the sum of all Program Credits received by the customer under the Program  
17 during the immediately preceding twelve (12) billing months (including credits from  
18 Rider ELR and Rider EDR). These penalties are mandatory and Toledo Edison must  
19 assess them. Again, Rider ELR provides no discretion to the Company in this regard.

20 In addition to these mandatory penalties, for the second scenario, the Company  
21 has the right, at its sole discretion, to remove the customer from the Program for a  
22 minimum of 12 months.

23 **Q. ARE THE AFOREMENTIONED PENALTIES DISCRETIONARY?**

1 A. No, with one exception. The one exception is that Rider ELR provides that the  
2 Company has the “right, at its sole discretion,” to remove the customer from the Rider  
3 ELR program for a minimum of 12 months. Other than this provision, the penalty  
4 provisions are not discretionary and “shall” apply. Toledo Edison has an obligation to  
5 enforce its Commission approved tariffs in a fair and consistent manner for all customers.  
6 Thus, the monetary penalties established in Rider ELR are mandatory.

7 **Q. WHEN A RIDER ELR CUSTOMER PAYS A PENALTY, HOW ARE**  
8 **THOSE AMOUNTS REQUIRED TO BE TREATED BY TOLEDO EDISON?**

9 A. Because the penalties for failing to curtail during an ECE include a forfeiture of  
10 the Rider ELR Program Credit for the current month and a forfeiture of the preceding  
11 twelve billing months of Rider ELR and Rider EDR(b) credits, the non-complying  
12 customer is essentially returning credits that it would be receiving or had received.  
13 Therefore, Toledo Edison returns all of the money paid as penalties from non-compliant  
14 Rider ELR customers (including the ECE charge) to the customers who paid for the  
15 credits by reducing the Rider DSE 1 charge and the Rider EDR(e) charges. Toledo  
16 Edison does not retain any portion of the penalty.

17 **Q. DID ANY TOLEDO EDISON RIDER ELR CUSTOMER FAIL TO**  
18 **CURTAIN TO ITS FIRM LOAD DURING AN ECE IN 2013?**

19 A. Yes, one Toledo Edison Rider ELR customer failed to curtail to its Firm Load  
20 during an ECE in 2013 as required under Rider ELR. That one customer is MSC, which  
21 failed to properly curtail its load down to its Firm Load during the ECE on September 11,  
22 2013.

1 **Q. HAVE ANY OF THE OTHER COMPANIES' CUSTOMERS FAILED TO**  
2 **CURTAIN TO THEIR FIRM LOADS DURING AN ECE IN 2013?**

3 A. Yes. The other Companies have the same Rider ELR provision. Customers of  
4 both CEI and Ohio Edison have failed to meet their Firm Load during ECEs in 2013.

5 **Q. IN THOSE OTHER INSTANCES, DID THE OTHER COMPANIES**  
6 **APPLY THE PENALTIES AS REQUIRED UNDER RIDER ELR?**

7 A. Yes. In each instance, the penalties were applied pursuant to the mandatory tariff  
8 language of Rider ELR. All customers that have been charged the appropriate penalties,  
9 have paid, or are in the process of paying, the penalties as assessed. The penalty payment  
10 amounts received by the Companies were returned or will be returned to the customers  
11 who paid for the credits through the Rider DSE 1 charge and the Rider EDR(e) charge.  
12 This process is handled consistently and in a non-discriminatory fashion across the three  
13 Companies. Toledo Edison must assess the same penalties to MSC for its failure to  
14 curtail during the September 11, 2013 ECE that the other Companies have assessed to  
15 their customers for their failure to curtail during an ECE. The rates, terms, and  
16 conditions of Rider ELR are identical for all three Companies.

17 **SEPTEMBER 11, 2013 EMERGENCY CURTAILMENT EVENT**

18 **Q. ON SEPTEMBER 11, 2013, WHEN DID TOLEDO EDISON RECEIVE**  
19 **NOTICE ABOUT THE ZONAL LOAD MANAGEMENT EVENT FOR THE ATSI**  
20 **ZONE FROM PJM?**

21 A. As shown in Exhibit JMS-4, FirstEnergy Service Company on behalf of Toledo  
22 Edison received notice of a PJM zonal load management event in the ATSI zone from

1 PJM at 12:00 p.m. on September 11, 2013. Exhibit JMS-5 includes a posting of the event  
2 from the PJM website.

3 **Q. DID TOLEDO EDISON NOTIFY ITS RIDER ELR CUSTOMERS,**  
4 **INCLUDING MSC, ABOUT THE ECE?**

5 A. Yes. Notice was provided to all Rider ELR customers in accordance with the  
6 procedure I explained above.

7 **Q. PLEASE DESCRIBE THE NOTICE PROVIDED TO MSC.**

8 A. Attached in Exhibit JMS-6 is a copy of the notice sent by FirstEnergy Service  
9 Company on behalf of Toledo Edison to all Rider ELR customers, including MSC, which  
10 was sent at approximately 12:04 p.m.

11 **Q. DOES ANYTHING IN THE NOTICE CHANGE A RIDER ELR**  
12 **CUSTOMER'S OBLIGATIONS DURING THE ECE?**

13 A. No. The Tariff dictates Rider ELR customers' obligations in the event of an ECE.  
14 The notice from the Company simply starts the clock for Rider ELR customers to curtail  
15 to their Firm Load and provides the customer with additional information about the event,  
16 including, for example, if the ECE was triggered by PJM and PJM's start time.

17 **Q. HAS THE COMPANY EVER HELD TRAINING ON RIDER ELR?**

18 A. Yes. In addition to customer service representatives being available to answer  
19 Rider ELR customers' questions on a regular and ongoing basis, Toledo Edison held a  
20 webinar on April 14, 2011, to explain the changes to Rider ELR and answer customer  
21 questions prior to the start of ESP 2. The penalty provisions associated with failure to  
22 curtail were discussed during this webinar.

23 **Q. DID REPRESENTATIVES FROM MSC ATTEND THE WEBINAR?**

1 A. Yes, MSC had four representatives register for the webinar and at least one  
2 representative was known to have attended the webinar.

3 **Q. WAS TOLEDO EDISON'S NOTICE TO MSC REGARDING THE**  
4 **SEPTEMBER 11, 2013 ECE "LATE"?**

5 A. No. The suggestion that a notice is "late" is nonsensical. Pursuant to Rider ELR,  
6 customers have up to two hours to curtail to their Firm Load after notice is sent by  
7 Toledo Edison. After the notice was issued to MSC on September 11, 2013, MSC  
8 actually had 2 hours and 26 minutes to curtail to its Firm Load due to the lag time in the  
9 Company's evaluation of compliance that I previously discussed.

10 **Q. WERE TOLEDO EDISON'S NOTICES TO MSC REGARDING THE**  
11 **FOUR OTHER 2013 ECES "LATE"?**

12 A. No. Again, that concept really has no applicability. For any ECE, customers have  
13 up to two hours to curtail down to their Firm Load after notice is sent by Toledo Edison.

14 **Q. DID MSC CURTAIL ITS LOAD TO ITS FIRM LOAD ON SEPTEMBER**  
15 **11, 2013, WITHIN TWO HOURS OF THE NOTICE ISSUED BY TOLEDO**  
16 **EDISON?**

17 A. No. As MSC witness Mr. Ausburger admitted in his testimony at Page 11, MSC  
18 "exceeded its firm load by 52%" during the ECE. In other words, Mr. Ausburger admits  
19 that MSC's actual measured load during the ECE was 152% of its Firm Load, a clear  
20 violation of the requirements of Rider ELR. As a result of MSC's failure to adequately  
21 curtail during the September 11, 2013 ECE, Toledo Edison was required – and did –  
22 assess the mandatory penalties set forth in Rider ELR.

1 **Q. EVEN IF TOLEDO EDISON’S NOTICE TO MSC REGARDING THE**  
2 **SEPTEMBER 11, 2013 ECE HAD BEEN SENT AT THE EXACT MOMENT**  
3 **THAT TOLEDO EDISON RECEIVED NOTIFICATION FROM PJM OF THE**  
4 **ECE, WOULD THAT CHANGE THE FACT THAT MSC FAILED TO**  
5 **PROPERLY CURTAIL TO FIRM LOAD?**

6 A. No. Under that scenario, MSC would have been required to curtail by 2:00 p.m.  
7 instead of 2:04 p.m. It would not have changed the outcome at all because MSC’s  
8 measured load exceeded its Firm Load from 2:30- 3:00 p.m. (the first half hour assessed  
9 for ECE compliance under either scenario) and from 3:00- 3:30 p.m. (the second half  
10 hour assessed for ECE compliance). MSC did not reach its Firm Load until the period of  
11 3:30- 4:00 p.m. – more than three hours after notice of the ECE was issued.

12 **Q. FOR THE FIVE ECES IN 2013, WAS MSC’S OBLIGATION TO**  
13 **CURTAIN TO FIRM LOAD VOLUNTARY AS MSC SUGGESTS?**

14 A. No. On page 11 of his testimony, MSC witness Mr. Siffer alleges that MSC’s  
15 obligations to curtail were voluntary. This simply is not true and is inconsistent with the  
16 plain language of Rider ELR. Pursuant to Rider ELR, ECEs are mandatory for MSC and  
17 for all other Rider ELR customers. I should also note that Mr. Siffer’s testimony is the  
18 first time that the Company has heard MSC describe the ECEs as “voluntary.” If MSC  
19 had questions, they should have asked their customer service representative prior to the  
20 fifth event of the summer.

21 **Q. HOW DOES TOLEDO EDISON KNOW THAT MSC FAILED TO**  
22 **PROPERLY CURTAIL TO ITS FIRM LOAD ON SEPTEMBER 11, 2013?**

1 A. As discussed above, MSC has admitted it failed to curtail to its Firm Load on  
2 September 11, 2013. In addition, MSC's load is measured by an interval meter. The data  
3 from the interval metering function shows that MSC exceeded its Firm Load by more  
4 than 10% during the first two half-hour intervals of the ECE: from 2:30- 3:00 p.m. and  
5 from 3:00- 3:30 p.m. In order words, MSC's load exceeded 110% of its Firm Load  
6 during those intervals.

7 **Q. IS THERE ANY REASON TO BELIEVE THAT TOLEDO EDISON'S**  
8 **METERING OF MSC'S LOAD DURING THE SEPTEMBER 11, 2013 ECE WAS**  
9 **INACCURATE?**

10 A. No. There is no reason to believe that the metering results from September 11,  
11 2013, are inaccurate. MSC's meters are tied into an automated system that measures  
12 MSC's usage and demand, and that verifies the results. In addition, prior to notifying  
13 MSC of its noncompliance and the penalties, Toledo Edison verified the accuracy of the  
14 observed clock time registered on the meters. This verification was conducted on  
15 September 20, 2013.

16 **Q. DID MSC REQUEST A METER TEST IN 2013?**

17 A. No. Toledo Edison did not receive any request from MSC to test its meter in  
18 2013 – neither before nor after the September 11, 2013 ECE.

19 **Q. WHAT DID TOLEDO EDISON DO AS A RESULT OF MSC'S FAILURE**  
20 **TO CURTAIL TO ITS FIRM LOAD AS REQUIRED UNDER RIDER ELR ON**  
21 **SEPTEMBER 11, 2013?**

1 A. Pursuant to the terms of Rider ELR, Toledo Edison applied penalties to MSC's  
2 September 2013 bill. The calculation of this penalty is discussed in the testimony of  
3 Toledo Edison witness Peter Blazunas.

4 **Q. DID TOLEDO EDISON EXERCISE ITS DISCRETION TO REMOVE MSC**  
5 **FROM THE PROGRAM FOR A MINIMUM OF 12 MONTHS?**

6 A. No. For the only provision of Rider ELR where Toledo Edison had discretion,  
7 Toledo Edison exercised its discretion in favor of the customer. Based on MSC's ability  
8 to properly and timely reach its Firm Load during the prior ECEs, the Company made the  
9 decision not to remove MSC from Rider ELR for a minimum of 12 months.

10 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY IN THIS**  
11 **MATTER?**

12 A. Yes, but I reserve the right to offer rebuttal testimony.

**RIDER ELR**  
**Economic Load Response Program Rider****APPLICABILITY:**

This Economic Load Response Program Rider ("Program") is available to customers taking service from the Company at primary voltages or higher voltages provided that all of the following seven conditions are met at the time of initiation of service to the customer under this Rider and on a continuing basis thereafter: (i) the customer took service under the Company's interruptible tariffs set forth below as of February 1, 2008 or the customer took service under an interruptible contract with the Company as of February 1, 2008 that subsequently expired or was terminated; (ii) the customer can successfully demonstrate to the Company that it can reduce its instantaneous measured load to a pre-established contract Firm Load (as defined under Other Provisions, paragraph A., below) within two hours of notification provided by the Company without the need of a generator (A customer may intend to use a generator to reduce its usage to below its Firm Load, but if the generator does not operate, the customer must still reduce its usage to or below its Firm Load. Failure of a customer to reduce its usage to or below its Firm Load shall result in the consequences listed in the Emergency Curtailment Event Section herein.); (iii) the customer executes the Company's standard Program contract; (iv) the customer is taking generation service from the Company; (v) the customer is not participating in any other load curtailment or demand response program, including without limitation a demand response program offered by PJM Interconnection, L.L.C. ("PJM") or any other independent system operator; (vi) the customer commits its demand response capability to Company for integration into Company's R.C. § 4928.66 compliance programs; and, (vii) the Commission finds that the demand response capabilities of customers electing service under this rider shall count towards the Company's compliance with the peak demand reduction benchmarks set forth in R.C. § 4928.66 as applied by the Commission's applicable rules and regulations and shall be considered incremental to interruptible load on the Company's system that existed in 2008. Nothing herein shall preclude a customer from requesting and receiving an exemption from any mechanism designed to recover the cost of energy efficiency and peak demand reduction programs to the extent the exemption is requested to reasonably encourage the commitment of customer-sited capabilities to the Company.

Interruptible Power Rate "PV-46"

Original Sheet No. 63

**RATES:**

In addition to any other charges under any other rate schedules applicable to customer's service, customers participating in the Program shall also pay the charges and receive the credit set forth below:

**Charges:**

Program Administrative Charge: \$150.00 per month

EBT Charge:

During an Economic Buy Through Option Event (as defined under Other Provisions, paragraph E., below), the portion of the customer's actual measured load that exceeds its pre-established contract Firm Load for any and all hours during such event shall be assessed an EBT Charge, which is calculated for each hour of the event as follows:

$$\text{EBT Charge} = (\text{AL} \times \text{MPD}) \times (1 + \text{LAF}) \times ([1/(1 - \text{CAT})])$$

**RIDER ELR**  
**Economic Load Response Program Rider**

Where:

- AL** = the customer's actual hourly load during an Economic Buy Through Option Event that exceeds the customer's pre-established contract Firm Load.
- MPD** = the market price differential, which shall be calculated by subtracting the applicable charges set forth in the Generation Service Rider (GEN) from the PJM LMP for the period in which the Economic Buy Through Option Event occurred for each hour that results in a MPD greater than zero.
- PJM LMP is the final Day Ahead Locational Marginal Price as defined and specified by PJM at the appropriate pricing node during the applicable hour(s).
- CAT** = the Commercial Activity Tax rate as established in Section 5751.03 of the Ohio Revised Code.
- LAF** = Loss Adjustment Factor  
3.0% for primary voltages  
0.1% for subtransmission voltages  
0.0% for transmission voltages

ECE Charge:

During an Emergency Curtailment Event (as defined under Other Provisions, paragraph D., below), the portion of the customer's actual measured load that exceeds its pre-established contract Firm Load for any and all hours during such event shall be assessed an ECE Charge which is calculated for each hour of the event as follows. Revenue collected by the Company as a result of any ECE Charge less amounts associated with the CAT (as defined above) shall be credited towards costs to be collected through the DSE1 charge of Rider DSE:

$$\text{ECE Charge} = (\text{AL} \times \text{PJM LMP} \times 300\%) \times (1 + \text{LAF}) \times ([1/(1-\text{CAT})])$$

**Program Credit ("PC"):**

Customers taking service under this Rider shall receive a monthly Program Credit which shall be calculated as follows:

$$\text{PC} = \text{CL} \times (\$5.00) / \text{kW/month}$$

Where:

CL is the Curtailable Load, which shall be calculated by the Company for each customer by subtracting the customer's contract Firm Load from its monthly highest thirty (30) minute integrated kW load occurring during the non-holiday weekday hours of 11 a.m. to 5 p.m. Eastern Standard Time (equivalent to noon to 6 p.m. EDT). In no circumstance can the CL be negative nor can the CL be in excess of a contract amount determined based upon the customers 12 month history as of February 1, 2008. Holidays are defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**RIDER ELR**  
**Economic Load Response Program Rider**

**Minimum Bill:**

The application of the Program Credit shall not produce a total monthly bill for any customer, after including the effects of all rate schedules and riders, that results in an average price per kWh less than two (2) cents per kWh.

**OTHER PROVISIONS:**

A. Firm Load

For purposes of this rider, "Firm Load" shall be that portion of a customer's electric load that is not subject to curtailment. A customer may request a reduction to its contract Firm Load no more than once in any twelve month period. The Firm Load may be reduced to the extent that such reduction is consistent with other terms and conditions set forth in this Rider. Any such change in Firm Load shall be applied beginning with the customer's January bill immediately following the year in which the change has been approved by the Company, provided that advance written request is provided to the Company no less than thirty (30) days prior to the effective billing month of the change. The Company may increase the Firm Load at any time if the Company, at its sole discretion, determines the Firm Load is at a level that the customer fails to demonstrate that they can reach. The Company shall promptly notify the customer of any such change.

B. Load Response Program Contract

Customers taking service under this optional Rider shall execute the Company's standard Program contract which, among other things, will establish the Customer's Firm Load and commit the Customer's demand response capability to Company for purposes of Company's compliance with the peak demand reduction benchmarks set forth in R.C. § 4928.66 as applied by the Commission's applicable rules and regulations.

C. Metering

The customer must arrange for interval metering consistent with the Company's Miscellaneous Charges, Tariff Sheet 75.

D. Emergency Curtailment Event

Upon no less than two hour advance notification provided by the Company, a customer taking service under this rider must curtail all load above its Firm Load during an Emergency Curtailment Event consistent with the Company's instructions. For purposes of this rider, an Emergency Curtailment Event shall be one in which the Company, a regional transmission organization and/or a transmission operator determines, in its respective sole discretion, that an emergency situation exists that may jeopardize the integrity of either the distribution or transmission system in the area. If the Emergency Curtailment Event is requested solely by the regional transmission organization, the maximum duration that load must be curtailed will be 6 hours and shall be limited to ten events per planning year as defined by PJM. Any interruptions requested by the regional transmission organization will only occur between 12:00 PM (Noon) to 8:00 PM (Eastern Prevailing Time) for the months of May through September and 2:00 PM to 10:00 PM for the months of October through April, on weekdays other than PJM Holidays.

**RIDER ELR**  
**Economic Load Response Program Rider**

During the entire period of an Emergency Curtailment Event, the customer's actual measured load must remain at or below its Firm Load with such load being measured every clock half hour. A customer's actual measured load shall be determined using the greater of the customer's highest lagging kVA or highest kW during the Emergency Curtailment Event.

If at any time during the Emergency Curtailment Event a customer's actual measured load exceeds its contract Firm Load, the Company may disconnect the customer from the transmission system for the duration of the Emergency Curtailment Event, at the customer's expense. The Company shall not be liable for any direct or indirect costs, losses, expenses, or other damages, special or otherwise, including, without limitation, lost profits that arise from such disconnection.

If at any time during the Emergency Curtailment Event a customer's actual measured load exceeds 110% of its Firm Load, the customer shall be subject to all four (4) of the following: (i) forfeit its Program Credit for the month in which the Emergency Curtailment Event occurred; (ii) pay the ECE Charge set forth in the Rates section of this Rider; (iii) pay the sum of all Program Credits received by the customer under the Program during the immediately preceding twelve billing months which shall include credits from this Rider and the Economic Development Rider; and (iv) the Company's right, at its sole discretion, to remove the customer from the Program for a minimum of 12 months.

If at any time during the Emergency Curtailment Event a customer's actual measured load is greater than 100% and less than or equal to 110% of its Firm Load during the Emergency Curtailment Event, the customer shall forfeit its Program Credit for the month in which the Emergency Curtailment Event occurred and shall pay the ECE Charge set forth in the Rates section of this Rider.

In a calendar year when an Emergency Curtailment Event has not been requested of customers on this Rider between June 1 and August 15, the Company shall simultaneously interrupt all customers on this Rider by September 30 in order to meet the Company's PJM test obligations for Load Management Resources. The duration of this test will be one hour. The Company will schedule the test and Customers shall receive advance notification of the test. All provisions of this Rider shall apply to this test.

In the event of any conflict between the terms and conditions set forth in this Rider and other service reliability requirements and/or obligations of the Company, the latter shall prevail.

**E. Economic Buy Through Option Event**

Upon no less than a 90 minute advance notification provided to the customer, the Company shall call an Economic Buy Through Option Event ("EBT") when a "Market Premium Condition" exists. A Market Premium Condition is defined as a point in time that the PJM LMP exceeds the product of 1.5 times the wholesale price resulting from the Company's competitive bid process held for generation service commencing on June 1, 2011 and updated anytime there is a price change in generation service. The number of hours of EBT cannot exceed 10% of the hours in any twelve month period beginning in June of each calendar year.

**RIDER ELR**  
**Economic Load Response Program Rider**

**F. Notification**

Customers served under this Rider shall be provided notification of Economic Buy Through Option Events and Emergency Curtailment Events by the Company. Customers shall be provided clock times of the beginning and ending of these events, except the Emergency Curtailment Event notification may be stated such that customers must curtail their actual measured load to its Firm Load in two hours from the time the notification is issued. Receipt of notifications set out in this paragraph shall be the sole responsibility of the customer.

Notification of an Economic Buy Through Option Event and Emergency Curtailment Event consists of an electronic message issued by the Company to a device or devices such as telephone, facsimile, pager or email, selected and provided by the customer and approved by the Company. Two-way information capability shall be incorporated by the Company and the customer in order to provide confirmation of receipt of notification messages. Operation, maintenance and functionality of such communication devices selected by the customer shall be the sole responsibility of the customer.

**G. Term**

This rider shall become effective for service rendered beginning June 1, 2011, and shall expire with service rendered through May 31, 2014.

A customer may terminate its participation in the Program upon no less than thirty six (36) months advance written notice to the Company. Except as otherwise provided in this Rider, a qualifying customer may return to the Program after a hiatus from the Program of at least one (1) year on the first day of the customer's billing cycle upon at least thirty days prior written notice of the customer's intent to return.

**H. Conditions**

Payment by the customer of all charges herein is a condition of service under this Economic Load Response Program Rider.

**ADDENDUM TO THE CONTRACT FOR ELECTRIC SERVICE**

This Addendum, effective June 1, 2009, establishes the following additional terms and conditions that are to be part of the Contract for Electric Service, dated 3/24/2009 for the Customer premises at 30610 El Broadway (the "Service Contract").  
Walbridge, OH

1. Customer has elected to participate in the Company's Economic Load Response Program ("Program") set forth in Company's Economic Load Response Program Rider included in Company's standard Tariff, P.U.C.O. No. 8 ("Tariff"), as amended from time to time (hereinafter "Rider ELR"). Customer acknowledges that the terms and conditions of the Program are supplemental to, and do not replace, those set forth in the rate schedules and riders identified in the Service Contract.
2. For purposes of participating in the Program, Customer's Firm Load, as that term is defined in Rider ELR, shall be 2,000 (kW = kVA). This Firm Load may be altered, consistent with the terms of Rider ELR.
3. The maximum Curtailable Load in any given billing month shall be 19,952 kW as determined by the Customer's Firm Load as of February 1, 2008 and the maximum of the Customer's 12 preceding monthly highest thirty (30) minute integrated kW loads prior to February 1, 2008 occurring during the non-holiday weekday hours of 11 a.m. to 5 p.m. Eastern Standard Time (equivalent to noon to 6 p.m. Eastern Daylight Time). Holidays are defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
4. In addition to notices that require Customer to curtail during an emergency situation, Company may send Customer emergency curtailment related messages utilizing its standard emergency curtailment notification system that are for informational purposes only and that do not require an actual load curtailment.
5. If applicable, the execution of the Service Contract and this Addendum supersedes the terms and conditions of any other interruptible or curtailment program under which Customer takes service at the time of executing this Addendum, rendering any terms and conditions of any such program null and void.
6. This Addendum (but not the Service Contract) shall automatically terminate if Customer no longer takes service under Rider ELR, or if Rider ELR terminates consistent with its terms, or if Customer provides Company with no less than twelve (12) months advance written notice.

The Toledo Edison Company  
(Company)

MSO Walbridge Coatings Inc.  
(Customer)

By: [Signature]

Its: Regional President

On: May 29, 2009

By: [Signature]

Its: Manag. Dir. B BPD

On: May 28, 2009

✓

## ADDENDUM TO THE CONTRACT FOR ELECTRIC SERVICE

This Addendum, effective June 1, 2011, establishes the following additional terms and conditions that are to be part of the Contract for Electric Service, dated ~~APRIL 15, 2010~~ for the Customer premises at 30610 E. BROADWAY (the "Service Contract").

WALBRIDGE, OHIO

MARCH 24, 2009

1. Customer has elected to participate in the Company's Economic Load Response Program ("Program") set forth in Company's Economic Load Response Program Rider included in Company's standard Tariff, P.U.C.O. No. 8 ("Tariff"), as amended from time to time (hereinafter "Rider ELR"). Customer acknowledges that the terms and conditions of the Program are supplemental to, and do not replace, those set forth in the rate schedules and riders identified in the Service Contract.
2. For purposes of participating in the Program, Customer's Firm Load, as that term is defined in Rider ELR, shall be 2,000 (kW = kVA). This Firm Load may be altered, consistent with the terms of Rider ELR.
3. The maximum Curtailable Load in any given billing month shall be 19,952 kW as determined by the Customer's Firm Load as of February 1, 2008 and the maximum of the Customer's 12 preceding monthly highest thirty (30) minute integrated kW loads prior to February 1, 2008 occurring during the non-holiday weekday hours of 11 a.m. to 5 p.m. Eastern Standard Time (equivalent to noon to 6 p.m. Eastern Daylight Time). Holidays are defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
4. In addition to notices that require Customer to curtail during an Emergency Curtailment Event (as defined in Rider ELR). Company may send Customer emergency curtailment related messages utilizing its standard emergency curtailment notification system that are for informational purposes only and that do not require an actual load curtailment.
5. If applicable, the execution of the Service Contract and this Addendum supersedes the terms and conditions of any other interruptible or curtailment program under which Customer takes service at the time of executing this Addendum, rendering any terms and conditions of any such program null and void.
6. This Addendum (but not the Service Contract) shall automatically terminate upon the first occurrence of either of the following two conditions: 1) if Rider ELR terminates consistent with its terms; or 2) May 31, 2014.
7. This Addendum is valid only upon the Commission's acceptance and approval of the ESP Stipulation (applicable to the period June 2011 thru May 2014), including, without limitation, Rider ELR, as submitted by the Companies and other Signatory Parties.

The Toledo Edison Company  
(Company)

MSC Walbridge Coatings Inc.  
(Customer)

By: [Signature]  
Its: Regional President  
On: April 26, 2010

By: [Signature]  
Its: VP OPERATIONS  
On: APRIL 15, 2010

## ADDENDUM TO THE CONTRACT FOR ELECTRIC SERVICE

This Addendum, effective June 1, 2014, establishes the following additional terms and conditions that are to be part of the Contract for Electric Service, dated MARCH 24, 2009 for the Customer premises at 30610 E. BRADWAY (the "Service Contract").

WALBRIDGE, OHIO

1. Customer has elected to participate in the Company's Economic Load Response Program ("Program") set forth in Company's Economic Load Response Program Rider included in Company's standard Tariff, P.U.C.O. No. 8 ("Tariff"), as amended from time to time (hereinafter "Rider ELR"). Customer acknowledges that the terms and conditions of the Program are supplemental to, and do not replace, those set forth in the rate schedules and riders identified in the Service Contract.
2. For purposes of participating in the Program, Customer's Firm Load, as that term is defined in Rider ELR, shall be 2,000 (kW = kVA). This Firm Load may be altered, consistent with the terms of Rider ELR.
3. The maximum Curtailable Load in any given billing month shall be 19,952 kW as determined by the Customer's Firm Load as of February 1, 2008 and the maximum of the Customer's 12 preceding monthly highest thirty (30) minute integrated kW loads prior to February 1, 2008 occurring during the non-holiday weekday hours of 11 a.m. to 5 p.m. Eastern Standard Time (equivalent to noon to 6 p.m. Eastern Daylight Time). Holidays are defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
4. In addition to notices that require Customer to curtail during an Emergency Curtailment Event (as defined in Rider ELR), Company may send Customer emergency curtailment related messages utilizing its standard emergency curtailment notification system that are for informational purposes only and that do not require an actual load curtailment.
5. If applicable, the execution of the Service Contract and this Addendum supersedes the terms and conditions of any other interruptible or curtailment program under which Customer takes service at the time of executing this Addendum, rendering any terms and conditions of any such program null and void.
6. This Addendum (but not the Service Contract) shall automatically terminate upon the first occurrence of either of the following two conditions: 1) if Rider ELR terminates consistent with its terms; or 2) May 31, 2016.
7. This Addendum is valid only upon the Commission's acceptance and approval of the ESP Stipulation (applicable to the period June 2014 thru May 2016), including, without limitation, Rider ELR, as submitted by the Companies and other Signatory Parties.

The Toledo Edison Company  
(Company)

MSC Walbridge Coalings Inc.  
(Customer)

By: Randall A. Frame  
Its: REGIONAL PRESIDENT  
On: AUGUST 10, 2012

By: M. R. L.  
Its: VP OPERATIONS  
On: AUGUST 9, 2012



76 South Main St.  
Akron, Ohio 44308

EXHIBIT JMS-3

March 31, 2010

Steve Hamilton  
MSC Walbridge Coatings Inc.  
2200 E Pratt Blvd  
Elk Grove Village, IL 60564

Dear Steve Hamilton,

According to our records, your facility was taking interruptible service from Toledo Edison Company ("Company") on February 1, 2008.

Under the proposed stipulated agreement filed with the Public Utilities Commission of Ohio ("PUCO") on March 23, 2010 in the Company's Electric Security Plan ("ESP") in Case No. 10-0388-EL-SSO, your facility may be eligible to participate in the Company's interruptible program by taking service under the Economic Load Response Program Rider (Rider ELR) expected to be effective starting June 1, 2011 through May 31, 2014. This interruptible program will replace the current Rider ELR, subject to approval by the PUCO.

Under proposed Rider ELR, your facility would be subject to Economic Buy Through Option Events and Emergency Curtailment Events with notice of any such event provided through the Company's existing notification system. As a part of this program, your facility would be eligible to receive a credit for your curtailable load each month.

As stated in the stipulated agreement, any qualifying customer wishing to be on Rider ELR will need to sign all necessary enrollment documents signaling their commitment of their demand response capabilities under Rider ELR to the Company under the peak demand reduction benchmarks for the term of their service under Rider ELR. **The necessary enrollment documents must be fully executed and received by the Company by the close of business on April 22, 2010, in order for your facility to be eligible for participation.** Your account manager is available to confirm your eligibility and help you complete the required documents.

The essential reason that the Addendum needs to be signed in such a short time frame is to reduce the cost to the Company's customers for required peak demand reduction programs. The State of Ohio imposed on electric utilities in 2008 peak demand reduction benchmarks, which if not met may subject the Company to penalties. By gaining the commitment from customers at this time to be served under Rider ELR for the aforementioned ESP period, the Company will not need to begin the lengthy process of program development, PUCO approval and Company implementation of new peak demand reduction programs that would otherwise be necessary.

If you have any questions, please contact your Account Manager **Kathy Garcia**, at (419) 249-6107, who is available to answer any questions that you may have regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven E. Ouellette". The signature is fluid and cursive, with the first name "Steven" and last name "Ouellette" clearly legible, and a middle initial "E." in between.

Steven E. Ouellette  
Director  
Ohio Rates and Regulatory Affairs

cc: Kathy Garcia

## ADDENDUM TO THE CONTRACT FOR ELECTRIC SERVICE

This Addendum, effective June 1, 2011, establishes the following additional terms and conditions that are to be part of the Contract for Electric Service, dated \_\_\_\_\_ for the Customer premises at \_\_\_\_\_ (the "Service Contract").

1. Customer has elected to participate in the Company's Economic Load Response Program ("Program") set forth in Company's Economic Load Response Program Rider included in Company's standard Tariff, P.U.C.O. No. 8 ("Tariff"), as amended from time to time (hereinafter "Rider ELR"). Customer acknowledges that the terms and conditions of the Program are supplemental to, and do not replace, those set forth in the rate schedules and riders identified in the Service Contract.
2. For purposes of participating in the Program, Customer's Firm Load, as that term is defined in Rider ELR, shall be \_\_\_\_\_ (kW = kVA). This Firm Load may be altered, consistent with the terms of Rider ELR.
3. The maximum Curtailable Load in any given billing month shall be **19,952** kW as determined by the Customer's Firm Load as of February 1, 2008 and the maximum of the Customer's 12 preceding monthly highest thirty (30) minute integrated kW loads prior to February 1, 2008 occurring during the non-holiday weekday hours of 11 a.m. to 5 p.m. Eastern Standard Time (equivalent to noon to 6 p.m. Eastern Daylight Time). Holidays are defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
4. In addition to notices that require Customer to curtail during an Emergency Curtailment Event (as defined in Rider ELR). Company may send Customer emergency curtailment related messages utilizing its standard emergency curtailment notification system that are for informational purposes only and that do not require an actual load curtailment.
5. If applicable, the execution of the Service Contract and this Addendum supersedes the terms and conditions of any other interruptible or curtailment program under which Customer takes service at the time of executing this Addendum, rendering any terms and conditions of any such program null and void.
6. This Addendum (but not the Service Contract) shall automatically terminate upon the first occurrence of either of the following two conditions: 1) if Rider ELR terminates consistent with its terms; or 2) May 31, 2014.
7. This Addendum is valid only upon the Commission's acceptance and approval of the ESP Stipulation (applicable to the period June 2011 thru May 2014), including, without limitation, Rider ELR, as submitted by the Companies and other Signatory Parties.

The Toledo Edison Company  
(Company)

MSC Walbridge Coatings Inc.  
(Customer)

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

On: \_\_\_\_\_

On: \_\_\_\_\_

The Toledo Edison Company  
Toledo, Ohio

P.U.C.O. No. 8

~~Original~~ Sheet 101

1<sup>st</sup> Revised Page 1 of 5

## **RIDER ELR** **Economic Load Response Program Rider**

### **APPLICABILITY:**

This Economic Load Response Program Rider ("Program") is available to customers taking service ~~under the Company's general service tariffs served from the Company~~ at primary voltages or higher voltages provided that ~~the customer meets~~ all of the following ~~five~~seven conditions are met at the time of initiation of service to the customer under this Rider and on a continuing basis thereafter: (i) the customer took service under the Company's interruptible tariffs set forth below as of February 1, 2008 or the customer took service under an interruptible contract with the Company as of February 1, 2008 that subsequently expired or was terminated; (ii) the customer can successfully demonstrate to the Company that it can reduce its instantaneous measured load to a pre-established contract Firm Load (as defined under Other Provisions, paragraph A., below) within ~~ten minutes~~two hours of notification provided by the Company without the need of a generator (A customer may intend to use a generator to reduce its usage to below its Firm Load, but if the generator does not operate, the customer must still reduce its usage to or below its Firm Load. Failure of a customer to reduce its usage to or below its Firm Load shall result in the consequences listed in the Emergency Curtailment Event Section herein.); (iii) the customer executes the Company's standard Program contract; (iv) the customer is taking generation service from the Company ~~under the Generation Service Rider (GEN); and~~; (v) the customer is not participating in any other load curtailment or demand response program, including without limitation a demand response program offered by ~~the Midwest Independent Transmission System Operator, Inc. ("MISO")~~PJM Interconnection, L.L.C. ("PJM") or any other independent system operator; (vi) the customer commits its demand response capability to Company for integration into Company's R.C. § 4928.66 compliance programs; and, (vii) the Commission finds that the demand response capabilities of customers electing service under this rider shall count towards the Company's compliance with the peak demand reduction benchmarks set forth in R.C. § 4928.66 as applied by the Commission's applicable rules and regulations and shall be considered incremental to interruptible load on the Company's system that existed in 2008. Nothing herein shall preclude a customer from requesting and receiving an exemption from any mechanism designed to recover the cost of energy efficiency and peak demand reduction programs to the extent the exemption is requested to reasonably encourage the commitment of customer-sited capabilities to the Company.

Interruptible Power Rate "PV-46"

Original Sheet No. 63

### **RATES:**

In addition to any other charges under any other rate schedules applicable to customer's service, customers participating in the Program shall also pay the charges and receive the credit set forth below:

### **Charges:**

Program Administrative Charge: \$150.00 per month

EBT Charge:

During an Economic Buy Through Option Event (as defined under Other Provisions, paragraph E., below), the portion of the customer's actual measured load that exceeds its pre-established contract Firm Load for any and all hours during such event shall be assessed an EBT Charge, which is calculated for each hour of the event as follows:

Filed pursuant to Order dated May 27, 2009, in Case No. 08-935-EL-SSO-et

at, before

The Public Utilities Commission of Ohio

Issued by: Richard R. Grigg, President

Effective: June 1, 20092011

**RIDER ELR**  
**Economic Load Response Program Rider**

$$\text{EBT Charge} = (\text{AL} \times \text{MPD}) \times (1 + \text{LAF}) \times ([1/(1 - \text{CAT})])$$

Where:

**AL** = the customer's actual hourly load during an Economic Buy Through Option Event that exceeds the customer's pre-established contract Firm Load.

**MPD** = the market price differential, which shall be calculated by subtracting the applicable charges set forth in the Generation Service Rider (GEN) from the MISOPJM LMP for the period in which the Economic Buy Through Option Event occurred for each hour that results in a MPD greater than zero.

MISOPJM LMP is the final Day Ahead Locational Marginal Price as defined and specified by MISOPJM at the Commercial Pricing Node "FESR" (or its equivalent) appropriate pricing node during the applicable hour(s).

**CAT** = the Commercial Activity Tax rate as established in Section 5751.03 of the Ohio Revised Code.

**LAF** = Loss Adjustment Factor  
 3.0% for primary voltages  
 0.1% for subtransmission voltages  
 0.0% for transmission voltages

ECE Charge:

During an Emergency Curtailment Event (as defined under Other Provisions, paragraph D., below), the portion of the customer's actual measured load that exceeds its pre-established contract Firm Load for any and all hours during such event shall be assessed an ECE Charge which is calculated for each hour of the event as follows. Revenue collected by the Company as a result of any ECE Charge less amounts associated with the CAT (as defined above) shall be credited towards costs to be collected through the DSE1 charge of Rider DSE:

$$\text{ECE Charge} = (\text{AL} \times \text{MISOPJM LMP} \times 300\%) \times (1 + \text{LAF}) \times ([1/(1 - \text{CAT})])$$

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The Toledo Edison Company  
Toledo, Ohio

P.U.C.O. No. 8

~~Original~~ Sheet 101

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**RIDER ELR**  
**Economic Load Response Program Rider**

**Program Credit ("PC"):**

Customers taking service under this Rider shall receive a monthly Program Credit which shall be calculated as follows:

$$PC = CL \times (\$1.955.00) / \text{kW/month}$$

Where:

CL is the Curtailable Load, which shall be calculated by the Company for each customer by subtracting the customer's contract Firm Load from its monthly highest thirty (30) minute integrated kW load occurring during the non-holiday weekday hours of 11 a.m. to 5 p.m. Eastern Standard Time (equivalent to noon to 6 p.m. EDT). In no circumstance can the CL be negative nor can the CL be in excess of a contract amount determined based upon the customers 12 month history as of February 1, 2008. Holidays are defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**Minimum Bill**

The application of the Program Credit shall not produce a total monthly bill for any customer, after including the effects of all rate schedules and riders, that results in an average price per kWh less than two (2) cents per kWh.

**OTHER PROVISIONS:**

A. Firm Load

For purposes of this rider, "Firm Load" shall be that portion of a customer's electric load that is not subject to curtailment. A customer may request a reduction to its contract Firm Load no more than once in any twelve month period. The Firm Load may be reduced to the extent that such reduction is consistent with other terms and conditions set forth in this Rider. Any such change in Firm Load shall be applied beginning with the customer's January bill immediately following the year in which the change has been approved by the Company, provided that advance written request is provided to the Company no less than thirty (30) days prior to the effective billing month of the change. The Company may increase the Firm Load at any time if the Company, at its sole discretion, determines the Firm Load is at a level that the customer fails to demonstrate that they can reach. The Company shall promptly notify the customer of any such change.

B. Load Response Program Contract

Customers taking service under this optional ~~rider~~Rider shall execute the Company's standard Program contract which, among other things, will establish the Customer's Firm Load and commit the Customer's demand response capability to Company for purposes of Company's compliance with the peak demand reduction benchmarks set forth in R.C. § 4928.66 as applied by the Commission's applicable rules and regulations.

C. Metering

The customer must arrange for interval metering consistent with the Company's Miscellaneous Charges, Tariff Sheet 75.

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Effective: June 1, 20092011

**RIDER ELR**  
**Economic Load Response Program Rider****D. Emergency Curtailment Event**

Upon no less than ~~ten minutes~~two hour advance notification provided by the Company, a customer taking service under this rider must curtail all load above its Firm Load during an Emergency Curtailment Event consistent with the Company's instructions. For purposes of this rider, an Emergency Curtailment Event shall be one in which the Company, a regional transmission organization and/or a transmission operator determines, in its respective sole discretion, that an emergency situation exists that may jeopardize the integrity of either the distribution or transmission system in the area. If the Emergency Curtailment Event is requested solely by the regional transmission organization, the maximum duration that load must be curtailed will be 6 hours and shall be limited to ten events per planning year as defined by PJM. Any interruptions requested by the regional transmission organization will only occur between 12:00 PM (Noon) to 8:00 PM (Eastern Prevailing Time) for the months of May through September and 2:00 PM to 10:00 PM for the months of October through April, on weekdays other than PJM Holidays.

During the entire period of an Emergency Curtailment Event, the customer's actual measured load must remain at or below its Firm Load with such load being measured every clock half hour. A customer's actual measured load shall be determined using the greater of the customer's highest lagging kVA or highest kW during the Emergency Curtailment Event.

If at any time during the Emergency Curtailment Event a customer's actual measured load exceeds its contract Firm Load, the Company may disconnect the customer from the transmission system for the duration of the Emergency Curtailment Event, at the customer's expense. The Company shall not be liable for any direct or indirect costs, losses, expenses, or other damages, special or otherwise, including, without limitation, lost profits that arise from such disconnection.

If at any time during the Emergency Curtailment Event a customer's actual measured load exceeds 110% of its Firm Load, the customer shall be subject to all four (4) of the following: (i) forfeit its Program Credit for the month in which the Emergency Curtailment Event occurred; (ii) pay the ECE Charge set forth in the Rates section of this Rider; (iii) pay the sum of all Program Credits received by the customer under the Program during the immediately preceding twelve billing months which shall include credits from this Rider and the Economic Development Rider; and (iv) the Company's right, at its sole discretion, to remove the customer from the Program for a minimum of 12 months.

If at any time during the Emergency Curtailment Event a customer's actual measured load is greater than 100% and less than or equal to 110% of its Firm Load during the Emergency Curtailment Event, the customer shall forfeit its Program Credit for the month in which the Emergency Curtailment Event occurred and shall pay the ECE Charge set forth in the Rates section of this Rider.

In a calendar year when an Emergency Curtailment Event has not been requested of customers on this Rider between June 1 and August 15, the Company shall simultaneously interrupt all customers on this Rider by September 30 in order to meet the Company's PJM test obligations for Load Management Resources. The duration of this test will be one hour. The Company will schedule the test and Customers shall receive advance notification of the test. All provisions of this Rider shall apply to this test.

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at, before

The Public Utilities Commission of Ohio

Issued by: Richard R. Grigg, President

Effective: June 1, 20092011

The Toledo Edison Company  
Toledo, Ohio

P.U.C.O. No. 8

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## **RIDER ELR** **Economic Load Response Program Rider**

In the event of any conflict between the terms and conditions set forth in this Rider and other service reliability requirements and/or obligations of the Company, the latter shall prevail.

### **E. Economic Buy Through Option Event**

Upon no less than a 90 minute advance notification provided to the customer, the Company shall call an Economic Buy Through Option Event ("EBT") when a "Market Premium Condition" exists. A Market Premium Condition is defined as a point in time that the ~~MISOPJM~~ LMP exceeds the product of 1.5 times the wholesale price resulting from the Company's competitive bid process held for generation service commencing on June 1, ~~2009-2011~~ and updated anytime there is a price change in generation service. The number of hours of EBT cannot exceed 10% of the hours in any twelve month period beginning in June of each calendar year.

### **F. Notification**

Customers served under this Rider shall be provided notification of Economic Buy Through Option Events and Emergency Curtailment Events by the Company. Customers shall be provided clock times of the beginning and ending of these events, except the Emergency Curtailment Event notification may be stated such that customers must curtail their actual measured load to its Firm Load in ~~10 minutes~~ two hours from the time the notification is issued. Receipt of ~~curtailment~~ notifications set out in this paragraph shall be the sole responsibility of the customer.

Notification of an ~~interruption~~ Economic Buy Through Option Event and Emergency Curtailment Event consists of an electronic message issued by the Company to a device or devices such as telephone, facsimile, pager or email, selected and provided by the customer and approved by the Company. Two-way information capability shall be incorporated by the Company and the customer in order to provide confirmation of receipt of notification messages. Operation, maintenance and functionality of such communication devices selected by the customer shall be the sole responsibility of the customer.

### **G. Term**

This rider shall become effective for service rendered beginning June 1, ~~2009~~ 2011, and shall expire with service rendered through May 31, ~~2014~~ 2014.

A customer may terminate its participation in the Program upon no less than ~~twelve (12)~~ thirty six (36) months advance written notice to the Company. Except as otherwise provided in this ~~rider~~ Rider, a qualifying customer may return to the Program ~~at any time~~ on the first day of the customer's billing cycle upon at least thirty days prior written notice of the customer's intent to return.

### **H. Conditions**

Payment by the customer of all charges herein is a condition of service under this Economic Load Response Program Rider.

Filed pursuant to Order dated ~~May 27, 2009~~ \_\_\_\_\_, in Case No. ~~08-935-EL-SSO-et~~

~~at~~ \_\_\_\_\_, before

The Public Utilities Commission of Ohio

Issued by: ~~Richard R. Grigg~~ \_\_\_\_\_, President

Effective: June 1, ~~2009~~ 2011

From: [eLRS\\_NoReply@pjm.com](mailto:eLRS_NoReply@pjm.com) [mailto:[eLRS\\_NoReply@pjm.com](mailto:eLRS_NoReply@pjm.com)]  
Sent: Wednesday, September 11, 2013 12:00 PM  
To: [REDACTED]  
Subject: Urgent: Zonal Load Management Event Declared

At 09/11/2013 12:00, PJM declared a Zonal Load Management Event for long lead time resources in zone(s): ATSI.



## Emergency Messages (02/27/2014 15:01:20)

<b>Region(s):</b>	PJM - RTO NICA - Control Area PJMCA - Control Area Mid-Atlantic - Region	<b>Message Type:</b>	Cold Weather Alert Curtl Bldg Load DISREGARD - TEST - Cold Weather Alert - Retired DISREGARD -- TEST MESSAGE
<b>From:</b>	09/11/13	<b>To:</b>	09/13/13
<b>Active Only:</b>	<input type="checkbox"/>	<b>Last 2 Days:</b>	<input type="checkbox"/>
<b>Last 2 Days or Active:</b>	<input type="checkbox"/>	<b>Flowgate Number:</b>	
<b>PJM Drills:</b>	Include		

Apply Filter

Reset Filter

1					
Msg. ID	Msg. Type	Posting Timestamp	Region/Area	Emergency Message	Cancellation Timestamp
85299	Emerg Mandatory Load Mgmt Long Lead Time 1-2 hrs	09/11/2013 12:00	ATSI - Control Zone	As of 12:00 hours (Alert Time), a NERC level EEA2 and Emergency Mandatory Load Management with Long Lead Time has been issued. Load reduction is expected to be fully implemented within 2 hours of this Alert Time (or 14:00 ) and should remain off for 6 hours unless released earlier by PJM. Emergency Mandatory Load Management with Long Lead Time is in effect for the ATSI Control Zone(s) only.	09/11/2013 20:00

Download



curtailmentadministrator@firstenergycorp.com  
09/11/2013 12:04 PM

To curtailmentadministrator@firstenergycorp.com  
cc  
bcc

Subject PJM EMERGENCY Curtailment

Dear Administrator,

PJM Interconnection has initiated an Emergency Load Curtailment event beginning on 09/11/2013 at 14:00 PM (Eastern Prevailing Time) for First Energy ATSI Control Zone. The duration of this event is for 6 hours. This is a mandatory load curtailment event. You must reduce load to your firm service level prior to the start of this event. If you have any questions, please contact your FirstEnergy Customer Support Representative.

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**5/2/2014 4:55:11 PM**

**in**

**Case No(s). 13-2145-EL-CSS**

Summary: Testimony of Joanne M. Savage -- public version electronically filed by Ms. Laura C. McBride on behalf of The Toledo Edison Company