

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

IN THE MATTER OF THE COMPLAINT)
OF MATERIAL SCIENCES)
CORPORATION,)

Complainant,)

v.)

THE TOLEDO EDISON COMPANY)

Respondent.)

Case No. 13-2145-EL-CSS

**RESPONDENT THE TOLEDO EDISON COMPANY'S
NOTICE OF FILING DEPOSITION TRANSCRIPT OF JIM AUGSBURGER**

Respondent The Toledo Edison Company hereby gives notice that, pursuant to Section 4901-1-21(N) of the Ohio Administrative Code, the deposition transcript of Complainant's witness, Jim Augsburger, received by Respondent on May 19, 2014, is being filed this date.

/s/ Laura C. McBride

Carrie M. Dunn (0076952)

Counsel of Record

FirstEnergy Service Company

76 South Main Street

Akron, Ohio 44308

Phone: (330) 761-2352

Fax: (330) 384-3875

cdunn@firstenergycorp.com

Laura C. McBride (0080059)

Christine E. Watchorn (0075919)

ULMER & BERNE LLP

65 East State Street, Suite 1100

Columbus, Ohio 43215

Phone: (614) 229-0034

Fax: (614) 229-0035

lmcbride@ulmer.com

cwatchorn@ulmer.com

On behalf of The Toledo Edison Company

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing *Notice of Filing Deposition Transcript of Jim Augsburger* was served this 19th day of May, 2014, via electronic mail upon:

Craig I. Smith
15700 Van Aken Blvd., #26
Shaker Heights, Ohio 44120
wttpmlc@aol.com

/s/ Christine E. Watchorn

On behalf of The Toledo Edison Company

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BEFORE THE PUBLIC UTILITIES COMMISSION
OF OHIO

IN THE MATTER OF THE)
COMPLAINT OF)
MATERIAL SCIENCES CORPORATION,))
Complainant,)
vs.) 13-2145-EL-CSS
THE TOLEDO EDISON CO.,)
Respondent.)

- - -

DEPOSITION OF JIM AUGSBURGER

DATE: May 14, 2014 at 1:59 p.m.
PLACE: Material Sciences Corporation Walbridge
30610 East Broadway
Walbridge, Ohio 43465
REPORTER: Angela Ellis
Notary Public

- - -

1 APPEARANCES:

2 On behalf of the Complainant:

3 LAW OFFICES OF CRAIG I. SMITH:
4 Craig I. Smith
5 15700 Van Aken Boulevard #26
6 Shaker Heights, Ohio 44120
7 (216) 571-2717

8 On behalf of the Respondent:

9 ULMER BERNE LLP:
10 Laura McBride
11 1660 West 2nd Street, Suite 1100
12 Cleveland, Ohio 44113
13 (216) 583-7034

14 ULMER BERNE LLP:
15 Christine E. Watchorn
16 88 East Broad Street, Suite 1600
17 Columbus, Ohio 43215
18 (614) 229-0034

19 On behalf of First Energy (via telephone):

20 Carrie M. Dunn
21 76 South Main Street
22 Akron, Ohio 44308
23 (330) 761-2352

24 Also Present:

Peter Blazunas

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EXAMINATION

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1 JIM AUGSBURGER,
2 a Witness herein, called by the Respondent as if upon
3 Examination, was by me first duly sworn, as hereinafter
4 certified, deposed and said as follows:

5 EXAMINATION

6 BY MS. McBRIDE:

7 Q. Good afternoon, Mr. Augsburger. My name is Laura
8 McBride. We met earlier this morning. I'm one of the
9 attorneys for the Toledo Edison Company. Have you ever been
10 deposed before?

11 A. Huh-uh.

12 Q. Okay. So one of the first rules is that you have to
13 speak words rather than uh-huh.

14 A. I'm sorry. No, I have not.

15 Q. Okay. So that is one of the practices that we both
16 need to follow. You can't just nod. You have to say yes or
17 no. No uh-huh or huh-uh. Also, obviously, the court
18 reporter is here taking down all our words. So we don't want
19 to speak over each other or speak at the same time. That
20 makes it difficult for her. If you don't understand my
21 question or any term that I am using, let me know and I will
22 rephrase it. We'll get started.

23 A. Okay.

24 Q. Can you state your full name for the record?

1 A. James Dale Augsburgsburger.

2 Q. A-u-g-s-b-u-r-g-e-r?

3 A. That's correct.

4 Q. And is there any reason that you can't give truthful
5 testimony today?

6 A. No.

7 Q. And are you currently employed?

8 A. Yes.

9 Q. And who is your employer?

10 A. Material Sciences Walbridge Coating.

11 Q. How long have you worked for -- can I call it MSC?

12 A. Sure.

13 Q. How long have you work for MSC?

14 A. Since 1987. 27 years almost in August.

15 Q. And your current title is engineering manager; is
16 that right?

17 A. That is right.

18 Q. How long have you served as the engineering
19 manager?

20 A. Since 2006.

21 Q. Okay. So eight years. All right. And in your work
22 as an engineering manager, are you at a desk, out in the
23 plant, or both?

24 A. Both.

1 Q. And do you have any role in managing the plant's
2 electric usage?

3 A. I'm responsible to keep the computer running that
4 monitors electric using.

5 Q. Okay. And just for my own context, is that the same
6 system that broke down on September 11?

7 A. Yes.

8 Q. Okay. And is there a name for that system?

9 A. We call it the Power Logic computer.

10 Q. Power Logic?

11 A. Yes.

12 Q. Do you review the plant's monthly electric bill?

13 A. I do. I report Power Factor to, it used to be the
14 plant manager, now it is the operations manager, every
15 month.

16 Q. Okay. And is that an analysis that you perform in
17 conjunction with the bill that comes from Toledo Edison?

18 A. No. We pay for service from Toledo Edison where we
19 can go on-line and get the data and bring it into an Excel
20 spreadsheet. Then I do the analysis there of what the total
21 overall Power Factor is.

22 Q. Okay. And is that system that you're referring to,
23 is that the same thing as the Power Logic computer system or
24 is that different?

1 A. No, that's different. I'm trying to think. It's a
2 First Energy product, I think it's meter profile, is what we
3 purchased from you guys.

4 Q. And is that a -- is that data that's available to
5 you on a daily basis?

6 A. No. I get e-mails when it is updated. So from our
7 monthly reports, that's usually within, I don't know, three
8 or four days after the end of the month. It is updated. I
9 can download it and do the analysis.

10 Q. So is it updated once a month?

11 A. No. It's periodic. I'm not sure, you know, what
12 rate it is, but it's periodically updated.

13 Q. Okay. You mentioned that you provide these monthly
14 reports, it used to be to the plant manager but now the
15 operations manager?

16 A. Correct.

17 Q. And so before when you were reporting, you were
18 submitting these reports to John Siffer?

19 A. Correct.

20 Q. Okay. And now who is the operations manager?

21 A. Jeff Ramsay.

22 Q. So you provide those monthly reports now to
23 Mr. Ramsay?

24 A. Correct.

1 Q. And what do they do with those reports?

2 A. Well, it used to be, when Mr. Siffer was in charge,
3 it would be on his score card for -- I don't know what he
4 reported to his upper management for achieving or not
5 achieving a goal. So the goal, I believe, it was .92 Power
6 Factor.

7 Q. And is it your understanding that that .92 goal was
8 a goal set by Material Sciences Corporation?

9 A. Yes, it was an internal goal, yes.

10 Q. Okay. And in your monthly report, do you provide
11 analysis other than Power Factor?

12 A. Yes.

13 Q. What else? What other type of information do you
14 report?

15 A. Basically, it's just a spreadsheet. The same
16 spreadsheet that is printed out in the exhibits.

17 Q. To your testimony?

18 A. Yes. I believe, it was -- I would have to check to
19 see if that was on my testimony or not, but it was, yes, it's
20 on my testimony.

21 Q. Okay. Is that your testimony in front of you?

22 A. Yes.

23 Q. I am thinking maybe it's Exhibit JA4?

24 A. Correct.

1 Q. That is it?

2 A. Yes.

3 Q. So was this an example of a monthly report that you
4 provided to previously Mr. Siffer and now Mr. Ramsay?

5 A. Correct. Correct. And there's more to it, but this
6 is the crux. But mostly, yes, it is broken down as to here
7 is the Power Factor overall of the facility for that month,
8 and on the e-mail this would just be attached.

9 Q. Okay. And so if we look at the columns here on
10 Exhibit JA4 -- by the way, it says JA9 on the side, do you
11 know what that refers to?

12 A. I think that was just a revision probably.

13 Q. Okay. All right. So the columns look like date and
14 time and then peak, and then can you help me with the other
15 columns after that?

16 A. Sure. That's the KVA and that would be for the
17 number one transformer, the receiving transformer, and then
18 KVA number 2 transformer.

19 Q. And then KVA 1 and 2?

20 A. Yes.

21 Q. KWH 1 and 2?

22 A. Right.

23 Q. KWD 1 and 2?

24 A. Yes.

1 Q. And then it's your Power Factor, that PF 1 and 2?

2 A. Yep. Yep. So all of that information is from
3 Toledo Edison. Then everything to the right is calculated
4 because we're not given, you know, what our totals are. So I
5 can calculate it by knowing the basic information.

6 Q. Okay. And is this something that is like an Excel
7 formula --

8 A. Correct.

9 Q. -- so it creates that automatically. Okay. And can
10 you explain to me the difference between Power Factor and
11 Load Factor?

12 A. Well, Power Factor is a function of the relationship
13 between kilowatt and KVA. So I think what Toledo Edison and
14 anyone is looking for is a unity Power Factor as your ideal,
15 but you always have a lagging Power Factor in the industry
16 because of the processes that are involved. So it's less
17 efficient when you have a lagging Power Factor. I'm not sure
18 what else you're looking for there.

19 Q. And how is it that Power -- does Power -- MSC's
20 Power Factor affect its electricity costs?

21 A. Not to a huge degree. We are an electroplater, so
22 our usage is very high for the plating process. So the Power
23 Factor as far as like on transformer 1 is very low impact
24 compared to the plating Power Factor, which is very good. So

1 our overall Power Factor has been up to like .94, in that
2 area.

3 Q. And so the two different transformers, are they
4 associated with different parts of your process?

5 A. Yes. The first transformer is the original
6 transformer that was installed on the original plant site
7 back in 1979 or 1980. So that did, you know, all the
8 processes at that point in time. When we added the
9 electroplating portion of our facility around 1985,
10 transformer two was added just for plating. So number two is
11 for all of our plating rectifiers, electro cleaner, electro
12 pickler.

13 Q. So why does MSC ask for or set these goals for Power
14 Factor?

15 A. Like I said, it was just an internal -- just
16 internal thing that we reporting on every month.

17 Q. But do you know why they cared about Power Factor?

18 A. Well, you want to be as efficient as you can,
19 certainly.

20 Q. Okay. So it's -- I think what you're saying, it's a
21 measure of efficiency, but not necessarily -- doesn't
22 necessarily correlate to a decrease in energy cost; is that
23 right?

24 A. Could you rephrase that?

1 Q. Well, I think I asked -- let me ask again -- whether
2 the plant's Power Factor has any impact on its rates,
3 electric rates. If you know.

4 A. Yes. I'm not sure.

5 Q. Okay. And I believe you have said that the plant
6 currently has a Power Factor of about .94?

7 A. Yes. In that area, yes.

8 Q. And that reflects an increase over time?

9 A. I mean, it varies month to month, and basically the
10 Power Factor that, you know, gets recorded is the peak. So
11 you will have one peak KVA that Toledo Edison will pick up
12 on. That is what you get billed on for your KVA peak demand
13 and it is your Power Factor at that one point in time, that
14 one half-hour interval.

15 Q. Does MSC ever make any adjustments to its process as
16 a result of this Power Factor?

17 A. No. No. Our loads are very -- you know, based on
18 the material that we run.

19 Q. Meaning you don't have much of an opportunity to
20 adjust it.

21 A. Correct.

22 Q. I think you mentioned that you do see the monthly
23 bill from Toledo Edison?

24 A. I do.

1 Q. What do you do when you get those?

2 A. File them, mostly.

3 Q. Do you review them at all?

4 A. Not in any detail, no.

5 Q. Do you know if anybody else is reviewing the monthly
6 Toledo Edison bills?

7 A. Yes. I don't know. It was handled at corporate.
8 We would get copies. I would get a copy.

9 Q. By corporate, do you mean Illinois?

10 A. Correct.

11 Q. Are the bills sent to Illinois first?

12 A. Yes.

13 Q. And do you know who in Illinois would be looking at
14 them?

15 A. I think they go to accounting. Pam Carlson is where
16 they go to. I think Mr. Wilson was in the loop there.

17 Q. And that's Mike Wilson?

18 A. Yes.

19 Q. Do you know whether MSC has ever considered getting
20 a portion of its electric service from someone other than
21 Toledo Edison?

22 A. I don't know that for sure.

23 Q. Do you think that happened or, I mean --

24 A. Ask that question again.

1 Q. Yes. Do you know whether MSC has ever considered
2 getting its electric service from a provider other than
3 Toledo Edison?

4 A. I guess, how do you mean considered?

5 Q. Has MSC ever talked to any alternative supplier?

6 A. Yes.

7 Q. And do you know when those discussions occurred?

8 A. No.

9 Q. Was it within the last five years?

10 A. Yes.

11 Q. Within the last two years?

12 A. Yes.

13 Q. Within the last year?

14 A. I'm not sure about that.

15 Q. Okay. And were you involved in those discussions?

16 A. No.

17 Q. Do you know who was involved from MSC?

18 A. Yes. I believe Mr. Wilson was involved.

19 Q. Was anybody from the Walbridge facility involved?

20 A. Not that I'm aware of.

21 Q. Okay. And do you know what the result of those
22 discussions were?

23 A. No, I don't.

24 Q. Are you familiar with the term special contract or

1 reasonable arrangement with Toledo Edison?

2 A. No.

3 Q. Do you know if MSC has ever considered applying for
4 a reasonable arrangement or a special contract?

5 A. I don't know.

6 Q. Has MSC, here at the plant, instituted any energy
7 efficiency initiatives to reduce its usage or demand?

8 A. Yes.

9 Q. What has the plant done?

10 A. We have replaced anno plates that were very thin.
11 We have installed a flatness gauge for trying to get the
12 strip flatter as it goes through our process, which is a big
13 deal. Other than that, just the normal things, energy
14 efficient motors, capacitors, you know, small items.

15 Q. And have those steps made any impact on MSC's
16 consumption?

17 A. Yes.

18 Q. What has the impact been?

19 A. Well, we're estimating like 3 million kilowatt hours
20 annually.

21 Q. And when were those steps taken?

22 A. Within the last couple years.

23 Q. And in the anno plates and the flatness gauges,
24 these are particular parts of your production process?

1 A. Correct.

2 Q. And by replacing the plate or --

3 A. Installing the gauge.

4 Q. -- installing the gauge, that reduces the amount of
5 energy used by the process?

6 A. Correct.

7 Q. Have any of those steps made an impact on MSC's
8 demand?

9 A. I'm sure it has to a degree, yes.

10 Q. Do you have -- has that been quantified?

11 A. I have not quantified that, no.

12 Q. And do you ever examine or review MSC's Load Factor
13 as opposed to Power Factor?

14 A. No.

15 Q. And why don't you look at the Load Factor?

16 A. Again, as we discussed, we have no real control over
17 what products our customers are demanding and, in fact, we
18 have had some down weeks. So when you are running a peak
19 load of, you know, 30,000 or 29,000 KVA, you have to put that
20 product out as efficiently as possible. Then you are down
21 for two weeks out of the month, your load factor is going to
22 be terrible. There is nothing we can control with that.

23 Q. Has MSC explored whether it can shift any load off
24 peak?

1 A. Many years ago. There hasn't been recent discussion
2 with that.

3 Q. And by many, you're meaning, like, more than five?

4 A. I believe so.

5 Q. And during those discussions many years ago, was
6 anything done, or what were the results of that analysis?

7 A. Well, my recollection is somewhere along the line is
8 that we were told that off peak, we did not get credit for
9 that anymore, and so basically stopped pursuing that as an
10 option. But the other issue we had was just, again, you have
11 various products and you will try to run them efficiently,
12 like from wide to narrow, from a process standpoint. So it's
13 difficult to just locate those high demand products and
14 schedule them for just in the evening and still be efficient
15 in your production process.

16 Q. Were you involved in any discussions between MSC and
17 Toledo Edison in 2011 and 2012 about MSC electric rates?

18 A. I believe there was one meeting that was held,
19 yes.

20 Q. And did you attend the meeting?

21 A. I believe so. I saw a letter that said I did, so,
22 yes.

23 Q. Other than the letter, do you have any recollection
24 of the meeting?

1 A. No.

2 Q. Do you recall what was discussed at the meeting?

3 A. Well, according to the letter it was some
4 alternatives that were brought up for lowering our cost, and
5 one was putting in capacitors, which was very cost
6 prohibitive. The other was of DS2 submittals.

7 Q. And what is your understanding of the DS2
8 submittals?

9 A. In what way?

10 Q. What does that mean, DS2 submittals?

11 A. Submitting energy saving projects, that kind of
12 thing, to offset the C2 charges.

13 Q. And was -- did MSC submit any application for that
14 afterwards?

15 A. We have tried going through the COSE, and so I think
16 there's still an application pending with them.

17 Q. With COSE?

18 A. Yes. They said they have all the information we
19 need, back in March, and they were going to get with us as
20 the next step. We haven't heard anything back yet.

21 Q. That was just this past March in 2014?

22 A. Correct. We talked prior to that, probably the year
23 before. I'm not sure what all transpired there.

24 Q. Okay. Are you familiar with Toledo Edison's Rider

1 GEN?

2 A. No.

3 Q. Do you what types of costs are recovered through
4 Rider GEN?

5 A. No.

6 Q. Do you ever look at a breakdown of MSC's costs by
7 Rider?

8 A. Our representative, Kathy Garcia, sends a listing of
9 each line item where the bill comes from, but, yes, I don't
10 go through that in detail.

11 Q. Do you know if anybody else in the plant goes
12 through that analysis?

13 A. I don't believe so. The only other person might
14 have been John, but I'm sure Jeff doesn't.

15 Q. John Siffer.

16 A. John Siffer, may have. I don't know.

17 Q. Do you know whether MSC's electric rates vary by
18 season, winter versus summer?

19 A. I have seen correspondence to that effect, so I
20 would say that it appears to.

21 Q. Do you have any sense as to whether winter or
22 spring -- excuse me, winter or summer is higher, which one?

23 A. No.

24 Q. Do you have any familiarity with Rider NMB?

1 A. No.

2 Q. Do you know what costs are recovered through Rider
3 NMB?

4 A. No.

5 Q. Are you familiar with the Rider ELR?

6 A. I am now.

7 Q. When did you first become familiar with Rider ELR?

8 A. Probably with the penalty letter.

9 Q. And have you ever read Rider ELR?

10 A. Yes.

11 Q. And when did you first read Rider ELR?

12 A. I would say shortly after the penalty letter.

13 Q. Before September 11 or before September 2013, were
14 you aware that MSC was participating in Rider ELR?

15 A. Not per se. I knew there were emergency
16 curtailments. That was the extent.

17 Q. Do you know -- are you familiar with the name PJM or
18 PJM Interconnection?

19 A. Uh-huh.

20 Q. Say yes?

21 A. Yes.

22 Q. What is your understanding as to who PJM is or what
23 it is that they do?

24 A. I believe they control the transmission of lines and

1 power flow.

2 Q. And are you familiar with the entity ATSI?

3 A. No.

4 Q. Is it your understanding that MSC participates
5 now -- is it your understanding that MSC participates in
6 Rider ELR and is required to curtail under certain
7 circumstances?

8 A. Yes.

9 Q. And is it your understanding that MSC choose to
10 participate in Rider ELR, meaning that it was voluntary as
11 opposed to required?

12 A. I believe they agreed with Toledo Edison, yes.

13 Q. And are you familiar with the term firm load as it
14 relates to Rider ELR?

15 A. Yes.

16 Q. And what is your understanding of firm load?

17 A. 2000 kilowatt KVA.

18 Q. And is that the level that MSC needs to reduce its
19 load to in an event?

20 A. Correct.

21 Q. And do you know how that 2000 KW value was
22 selected?

23 A. No, I do not.

24 Q. Do you know whether MSC chose that 2000 value?

1 A. I do not, no.

2 Q. Does the 2000 KW load have any significance in MSC's
3 operations?

4 A. Not that I'm aware of.

5 Q. And can MSC continue any of its production processes
6 while maintaining 2000 KW or below?

7 A. Not on the main line, no.

8 Q. Are there side lines or --

9 A. Yes. There's some side lines that are smaller loads
10 but, yes, the line that does the electroplating and the
11 painting and the processes, that can't be run.

12 Q. Okay. But MSC could continue the side lines? That
13 sounds strange.

14 A. Like an inspection line.

15 Q. So those could continue to operate and still be
16 below 2000?

17 A. Possibly.

18 Q. Is it your understanding that MSC receives a credit
19 on its electric rates in exchange for participating in Rider
20 ELR?

21 A. Yes.

22 Q. Do you know how much MSC receives in credits on its
23 electric service under Rider ELR?

24 A. Yes.

1 Q. How much is it?

2 A. You have an exhibit here on the penalty letter.
3 That would be Exhibit JA9. So I think those would be the
4 credits, the ones under ELRPC.

5 Q. I see. For like program credits. Is Exhibit JA9,
6 is this a table that you created?

7 A. It is.

8 Q. And where did you get the KWH values?

9 A. From Toledo Edison.

10 Q. From the meters or --

11 A. From the bills.

12 Q. From the bills. And the next two columns refer to
13 original cost. What does that mean?

14 A. That is the bill, the amount on the bill, and then
15 the cost per kilowatt hour would be that cost divided by
16 kilowatt hour.

17 Q. And does that original cost include the program
18 credits or --

19 A. Yes.

20 Q. Okay. And so this total penalty column --

21 A. Would be the addition of the three prior columns.

22 Q. I see. The credits under ELR and EDR. Okay. I
23 forgot what I was asking. How did we get here? The credits.
24 Okay. Yes. Okay. Do you receive notices of the emergency

1 events that require MSC to curtail?

2 A. I do.

3 Q. And why were you selected or why did you volunteer
4 to receive those notices?

5 A. Because I manage the computer system and the, I
6 guess I am the electrical expert in the facility. So I can
7 help if there's any issues.

8 Q. That does seem to be the case, by the way. Mr.
9 Siffer said all the time, ask Jim. And how do you receive
10 the notices, e-mail, phone, fax?

11 A. Yes.

12 Q. All three?

13 A. Yes.

14 Q. Okay. And you have attached as JA1 a number of
15 e-mails relating to the emergency events. And you received
16 each of these e-mails; is that correct?

17 A. That is correct.

18 Q. And all of these e-mails come from the e-mail
19 address, curtailmentadministrator@FirstEnergyCorp.com; is
20 that right?

21 A. I didn't specifically look at that, but I can if you
22 would like me to.

23 Q. That would be great, yes. Thank you.

24 A. Yes. That is correct.

1 Q. Do you know if you ever received e-mails from that
2 address that were not related to an ECE or an emergency
3 event?

4 A. We do get the -- I would imagine it's from the same
5 place. I haven't -- again, I haven't specifically looked for
6 an address, so I'm not sure what all else we get from them.

7 Q. Sure. So before -- well, I believe the penalty
8 letter was dated in October. Does that sound right to you,
9 October of 2013?

10 A. I believe that's an exhibit. It's Exhibit 2,
11 October 4th.

12 Q. Okay. So does that mean you became -- basically you
13 read Rider ELR for the first time in October 2013?

14 A. Yes.

15 Q. Okay. And before October 2013, did you have an
16 understanding that MSC would be required to curtail its load
17 at a certain point in time?

18 A. Yes.

19 Q. Was MSC required to curtail its load at any time
20 prior to 2013?

21 A. Yes.

22 Q. Were those emergency situations?

23 A. Yes.

24 Q. Do you know on how many occasions MSC was required

1 to curtail its load before 2013?

2 A. No.

3 Q. Okay. Before October 2013, had you ever spoken with
4 any representative of Toledo Edison about the curtailment
5 process or the emergency event?

6 A. No.

7 Q. And were you at work on September 11, 2013?

8 A. Yes.

9 Q. Were you working a normal -- what is your normal day
10 hours, in terms of hours at the plant?

11 A. 7:00 in the morning to 5:00 or 6:00 at night.

12 Q. And does that -- is that when you believe you were
13 at work on that day?

14 A. I believe that's true.

15 Q. Do you recall where you were when you received the
16 notice on September 11?

17 A. No.

18 Q. Do you recall how you first got notice, phone,
19 e-mail, fax?

20 A. It would have been e-mail.

21 Q. Okay. Do you have -- I mean, would you even get the
22 e-mail if you were out on the plant floor?

23 A. Uh-huh.

24 Q. You have to say yes.

1 A. Yes. I'm sorry.

2 Q. Do you recall what time you received the notice?

3 A. No.

4 Q. And what happened when you received a notice? What
5 do you do next?

6 A. There's not a lot I have to do. John Siffer will
7 typical order a shutdown and Jeff Ramsay will make sure
8 everything, you know, the line is stopped and processes are
9 turned off for the shutdown procedure. If there is an issue
10 with the computer system, they give me a call. Sometimes
11 Mr. Siffer would ask for an update on how we're progressing
12 load-wise, but it doesn't happen every time.

13 Q. So do you have any role in the actual shutdown
14 process?

15 A. No.

16 Q. And do you recall on September 11, did, you know,
17 when you got the e-mail, the notice, did you call Mr. Siffer?
18 Did he call you? Do you remember what happened?

19 A. No, I don't remember.

20 Q. Did you read the e-mail when you received it?

21 A. I believe so.

22 Q. What did you understand the e-mail to mean?

23 A. That there was an emergency curtailment.

24 Q. Did you, after reading the e-mail notice on

1 September 11, did you believe that MSC was required to
2 curtail its load?

3 A. Based on the e-mail, yes, it appeared to be a
4 mandatory situation.

5 Q. Do you recall whether you had any discussion with
6 Mr. Siffer or Mr. Ramsay on September 11 when the notice came
7 in?

8 A. I don't know right when the notice came in. I think
9 there was -- there obviously was discussions on the computer
10 system.

11 Q. Yes. Can you explain to me what happened to the
12 computer system that day?

13 A. Yes. They called and said the computer system
14 wasn't working. I looked at it. There was no display, and
15 so I tried replacing the monitor. Still no display. I tried
16 rebooting it. No display. So since a different monitor
17 didn't work, I looked to see if perhaps one of the components
18 in the computer was malfunctioning. I disconnected the
19 floppy disk, the drive and the CD drive. That still did not
20 work. So I dug around and found a power supply. I replaced
21 the power supply in the computer. It still did not function,
22 so that was pretty much the extent of what we can do here,
23 and so that's where we ended up.

24 Q. And this is the Power Logic system; is that right?

1 A. Correct.

2 Q. Do you use the Power Logic system for anything other
3 than emergency events?

4 A. Sometime we use it for economic events, where you
5 have the elevated costs so we can estimate what the extra
6 amount of the bill is and advise whether to run or not. But
7 that's about it.

8 Q. Do you recall that there was an emergency event that
9 day before, on September 10?

10 A. I do.

11 Q. Was the Power Logic system working on September
12 10?

13 A. As far as I know, it was.

14 Q. And I believe there were -- in addition to the
15 September 10 and 11 event, that there were also three events
16 in July. Does that sound right?

17 A. Yes. That is correct.

18 Q. Do you know whether the Power Logic system was
19 working during those events?

20 A. Yes.

21 Q. Was it working?

22 A. Yes.

23 Q. Do you recall whether the plant had already shut
24 down for other reasons when an emergency event was called, at

1 all?

2 A. I don't remember that.

3 Q. And what did -- what were Mr. Siffer's instructions
4 on September 11 after the notice came in?

5 A. What his instructions were, yes. I don't think he
6 gave me any instructions.

7 Q. Did Mr. Siffer tell you at any point on September 11
8 that MSC did not need to curtail its load?

9 A. No, he did not tell me that.

10 Q. Did you believe that MSC's curtailment on September
11 11 was voluntary?

12 A. Yes, it wasn't said whether if it was, you know,
13 voluntary or not. It was just, we had to curtail.

14 Q. Did you have any opinion as to whether MSC, you
15 know, was required to curtail or whether it was voluntary?

16 A. No. No. We're -- my whole thing was on the
17 computer, getting it up and going.

18 Q. In any of the previous curtailment events, did --
19 like were you looking at the system and could you tell that
20 the load was a firm load and you had to adjust something?

21 A. We didn't have to adjust. It was just reporting
22 functions, other than that everything else was fine. This is
23 what the last half hour showed.

24 Q. That Power Logic data, is that real time or does

1 it --

2 A. It is every five minutes.

3 Q. Every five minutes?

4 A. Yes.

5 Q. Okay. So during the previous events in 2013, the
6 shutdown procedures, basically brought MSC to its firm load
7 and it stayed there?

8 A. Correct.

9 Q. Does MSC have any other ability to track its usage,
10 other than the Power Logic system?

11 A. No.

12 Q. Do you remember -- did anyone at MSC consider
13 contacting Toledo Edison during the events to try to
14 determine its usage?

15 A. No.

16 Q. And I believe you said that the meter profile data
17 that you get from Toledo Edison, that is not used in
18 connection with an emergency event?

19 A. Right. As indicated, it would be a couple days late
20 at best.

21 Q. Do you agree that MSC's load exceeded its firm load
22 during the emergency event on September 11?

23 A. Yes. I have no way of knowing what the load was,
24 since our system wasn't working.

1 Q. Do you have any reason to believe that Toledo
2 Edison's data is incorrect?

3 A. No.

4 Q. Have you had any issues with the meters at the plant
5 in the last five years?

6 A. Yes. I think it was in -- I don't know if it was
7 one of the discoveries or what. We had some periods of time
8 where the meter profile would show zero. We had to provide
9 estimated consumption data and that kind of thing. That was
10 it.

11 Q. And do you recall when that was?

12 A. Not off the top of my head, no.

13 Q. I'm trying to remember, too. Does 2012 and 2013
14 sound right?

15 A. I would have to look. I'm not sure.

16 Q. Other than that period of time in which the meter
17 readings were zero, have you identified -- have you seen any
18 issues or had any issues with the meters?

19 A. Not that I'm aware of.

20 Q. Have you ever requested that the meters be tested?

21 A. Just during those periods of when we were not
22 getting any readings.

23 Q. So you haven't requested a meter testing, other than
24 that one issue that arose?

1 A. Correct.

2 Q. Do you know if the meters have been tested or
3 repaired at any point since September 11, 2013?

4 A. No, I don't know.

5 Q. Have you ever, at any point in time, compared the
6 Power Logic results with Toledo Edison's meters?

7 A. Yes.

8 Q. And when did you do that?

9 A. I want to say within the last six months.

10 Q. And what were the results?

11 A. They are very close.

12 Q. Did the differences between the Power Logic system
13 and Toledo Edison's make you believe something needed to be
14 fixed with the meters?

15 A. Basically it confirmed that our measurements are the
16 same as what Toledo Edison is having.

17 Q. Okay. Okay. As a lawyer and a former chemistry
18 major, this will be a little painful for me. Work with me on
19 some math in terms of exceeded by and exceeded of.

20 A. Sure. We have an exhibit for that.

21 Q. Okay. I think it's JA3.

22 A. Okay.

23 Q. Okay. So it looks like what you have in Exhibit JA3
24 is a calculation of how or -- how would I say this? The

1 value of what -- how one would calculate exceeded by, a
2 percentage, exceeded X by a percentage; is that right?

3 A. Correct. It shows how to calculate if you're doing
4 a percent of and it shows you how to calculate when you
5 exceed by a certain percentage.

6 Q. Okay. And so if we look at sort of the second chunk
7 here, it starts with value.

8 A. Yes.

9 Q. So in your example, X is 2000, which is MSC's firm
10 load, right?

11 A. Uh-huh.

12 Q. You have to say yes. I'm sorry.

13 A. Yes.

14 Q. It is very unnatural. Okay. So than the next line,
15 it is 110 percent of X and to calculate that, you would
16 multiply X by 1.1?

17 A. That is correct.

18 Q. And so if MSC's firm load was 2000 and MSC had a
19 load of 2200, MSC would have reached 110 percent of its firm
20 load.

21 A. Correct.

22 Q. And then the distinction below that would be
23 exceeded by, so in order to calculate that, it is a little
24 bit more involved. Let's see how. If you exceeded your firm

1 load by 110 percent, you would need to multiply the firm load
2 by 2.1?

3 A. Yes, which is adding an additional X.

4 Q. So if MSC's load on September 11 during the
5 emergency event was 3041 KVA, not a load but the demand, that
6 would reflect 152 percent of MSC's firm load; is that
7 correct?

8 A. I didn't calculate that but, yes. The percent down
9 there is 52. I did calculate that. That was in the penalty
10 letter.

11 Q. So the 3041 KVA reflects -- would lead you to the
12 conclusion that MSC exceeded its firm load by 52 percent?

13 A. Correct.

14 Q. And would also lead you to conclude that MSC
15 exceeded 152 percent of its firm load.

16 A. I believe that's correct.

17 Q. Okay. Like you said, you're adding another X to it,
18 adding another 100 percent basically. So that if MSC reached
19 3041 KVA during the event on September 11, it would have
20 exceeded 152 percent of its firm load?

21 A. Of its firm load, yes.

22 Q. On pages -- on pages, I guess, the bottom of 10,
23 going into 11, they talk about the penalties that Toledo
24 Edison calculated would apply to MSC for failing to reach its

1 firm load throughout the whole event on September 11. Do you
2 see that?

3 A. Uh-huh.

4 Q. Have you run any calculations to see if the
5 calculations made by Toledo Edison are correct? You know the
6 -- I'm looking here at page 11, line 3, the \$2.4 million
7 assessment.

8 A. Yes. I don't understand the question.

9 Q. I'm sorry. Do you understand how that \$2.4 million
10 was calculated?

11 A. Yes.

12 Q. And have you run the calculations yourself to see if
13 that number is correct?

14 A. I know where you're getting the number from, yes.

15 Q. And have you identified any inaccuracies in the
16 calculations?

17 A. In the calculations, no.

18 Q. And on September 11, 2013, did you believe that
19 notice of ECE was late?

20 A. Can you ask the question again?

21 Q. Sure. On September 11, 2013, did you believe the
22 notice of ECE was late?

23 A. Yes. I had no concept of late on September 11. We
24 were just told to shut -- jeff was told to shut the plant

1 down. I was told to fix the computer.

2 Q. And so what would happen if Mr. Siffer wasn't at the
3 plant when a notice was received or sent?

4 A. Well, his phone would get the e-mails as well, but
5 if he wasn't in contact, Mr. Ramsay would have taken over.

6 Q. Okay. And is there ever a time where neither
7 Mr. Siffer or Mr. Ramsay are at the plant?

8 A. Yes. I mean, they're not here 24 hours. There are
9 production supervisors here.

10 Q. So is there, you know, a third-level person who
11 would be responsible if neither of them were here?

12 A. You would have to ask them. I'm not sure of what
13 the procedure is after those two guys.

14 Q. Okay. I guess my question was, would you ever be in
15 a position where you were responsible?

16 A. No.

17 Q. So you would not be in a situation where you were
18 responsible for reading the notice and directing the plant to
19 shut down?

20 A. Correct.

21 Q. And why do you believe the notices of the emergency
22 curtailment events were late?

23 A. That would be the ELR part D.

24 Q. Of Rider ELR?

1 A. Correct.

2 Q. Okay. I'm not sure you have it attached.

3 A. I don't have it in mine.

4 Q. I will give you a copy. That's already an --

5 (Court Reporter marked Respondent's Exhibit
6 2.)

7 Q. Okay. The court reporter has just handed you what
8 has been marked as Exhibit 2, it also show ups in the
9 right-hand corner, JS1, which means it was attached to
10 Mr. Siffer's testimony. We have just talked about why you
11 believe the ECE was late. I think you referenced section D?

12 A. That's correct.

13 Q. Would that be section D on page 3?

14 A. That is correct.

15 Q. And so what does being late mean?

16 A. Yes. The Rider states that upon no less than two
17 hours advance notification provided by the company that the
18 customer must curtail. And all of your notices were less
19 than two hours.

20 Q. And less than two hours before what?

21 A. Less than two hours before the curtailment time.

22 Q. And when you say curtailment time, are you referring
23 to -- to what exactly?

24 A. We have the first exhibit, so it would be Exhibit

1 JA1. So where it states in the subject of the -- or in the
2 body of the e-mail, it says initiate an emergency load
3 curtailment event at 3:50.

4 Q. Okay. So, and this e-mail was sent, when? It looks
5 like 2:09 p.m.

6 A. Correct. Correct.

7 Q. So what you're saying is that because the e-mail was
8 sent at 2:09, and 2:09 is not at least two hours before 3:50,
9 the notice was late?

10 A. Correct. Correct. It was less than a two-hour
11 advance notice.

12 Q. And when you received this notice that we're looking
13 at, the July 15 notice, did you believe it was late?

14 A. Again, I had no concept of late at that time.

15 Q. Okay. So when you got this notice on July 15, you
16 believe that MSC was required to curtail at that point?

17 A. At 3:50 p.m., yes.

18 Q. And are you able to read and understand military
19 time?

20 A. Yes.

21 Q. Are you able to read and understand dates when
22 written as a numeral instead of written out with a month, for
23 example, 2, instead of February?

24 A. Yes.

1 Q. And did MSC response to the notice of September 11,
2 was it -- did it change at all based on the fact that the
3 notice was sent out at 12:05 for a 2:00 curtailment?

4 A. We reacted to this less-than-two-hour notice the
5 same way we reacted to all the less-than-two-hour notices.

6 Q. Would you react any differently if the notice was
7 received at 12:00 instead of 12:05?

8 A. You would have to talk to Mr. Siffer. I don't
9 believe they could have acted any faster than they did.

10 Q. And when you received the notices of the ECEs in
11 2013, so they were five of them, three in July and two in
12 September. When you received those notices, were you
13 confused about what MSC's obligations were in response?

14 A. Again, I didn't know the obligations, other than we
15 needed to curtail.

16 Q. So when you got each of those notices, it was your
17 understanding that MSC was required to curtail?

18 A. Yes.

19 Q. Did you attend a webinar offered by Toledo Edison
20 regarding Rider ELR?

21 A. No.

22 Q. Do you know if anybody else from MSC did?

23 A. Mr. Wilson.

24 Q. And how often would you interact with Mr. Wilson in

1 your role as the engineering manager?

2 A. Not very frequently.

3 Q. Would Mr. Wilson's primary point of contact at the
4 plant be Mr. Siffer?

5 A. That is correct.

6 Q. And did you have any role or responsibility in
7 developing the shutdown procedure for the plant?

8 A. Some of the weekend shutdown procedures, I was
9 involved with years ago, yes.

10 Q. And you said weekend procedure?

11 A. Yes. During slow times, we call them weekend
12 procedures, but during slows times during the recession, we
13 were trying to get as low as possible when we're not here
14 producing. So we went through and made a list of the
15 breakers and every possible thing that could be safely shut
16 down on the list. Yes, that was part of the procedures.
17 They have other procedures as well. I wasn't involved with
18 all of them.

19 Q. Do you know whether those procedures that you just
20 mentioned, the weekend procedures, are those the same
21 procedures used when an ECE occurs?

22 A. Yes. I believe they institute all of those, yes.

23 Q. And do you know how long it took MSC to shut down
24 its processes in response to an ECE?

1 A. No.

2 Q. Did you ever ask -- did anyone at MSC ever ask any
3 questions about the ECE notices to anybody before October
4 2013?

5 A. No.

6 Q. Did you ever speak with anybody -- did you ever ask
7 any questions to Toledo Edison about the notices at any
8 time?

9 A. Yes.

10 Q. When did you do that?

11 A. We had a mandatory curtailment, I believe it was --
12 let me look here in the exhibits. It looks like on January
13 23rd of this year. No. That's not the right one. I
14 am sorry. Okay. March 4th at 4:52 a.m. of this year, 2014.
15 There was an emergency curtailment, and so at this point at
16 the plant level, we're aware that there's certain time
17 periods that things are supposed to occur, and 4:00 in the
18 morning is not one of those times, 4:30 in the morning. But
19 we had a mandatory emergency curtailment event. So we went
20 through all the shutdowns and all of that. And three hours
21 later, they changed it from mandatory to voluntary.

22 So at that point, we called our representative and
23 said, what the heck is going on. And apparently it was not
24 supposed to be an emergency, so, yes, that was probably the

1 only time that I recall talking with her on one. Because the
2 e-mails were changing. I said, what the heck is going on.
3 Is it going to go back to an emergency. What do we need to
4 do here.

5 Q. And I can't remember if you said, who is the
6 customer --

7 A. Kathy Garcia.

8 Q. -- representative was. It was you that spoke with
9 Ms. Garcia on March 4th?

10 A. Yes.

11 Q. So you were at home probably sleeping when the
12 e-mail came in?

13 A. I was at home when the e-mail came in, yes. I
14 called her. It would have been when this second one, the
15 7:52.

16 Q. Okay. And on March 4th, 2014, that was the first
17 time you had spoken with Ms. Garcia about the ECE notices?

18 A. Correct.

19 Q. And did she respond to you with an explanation?

20 A. My understanding is it was a mistake.

21 Q. Did you actually speak with her on the phone?

22 A. Yes.

23 MS. McBRIDE: Let's take a short break.

24 (Brief recess was had.)

1 Q. Okay. We talked about your receiving the notices
2 for emergency events. Other people at MSC also received the
3 notices; is that correct?

4 A. Yes.

5 Q. And do you know who else received those notices in
6 2013?

7 A. I'm not sure of the complete list. We submit that
8 to Kathy Garcia. So she would have a list of the names that
9 are involved there, but Jeff and John are both on the list.

10 Q. So both Mr. Siffer and Mr. Ramsay are on the list?

11 A. Correct.

12 Q. Okay. And do you know whether they received notices
13 on each day in which events occurred?

14 A. I believe they did, yes.

15 Q. Okay. We also briefly looked at Exhibit JA1, one of
16 the notices. We didn't actually talk about it, but a notice
17 of a voluntary event on January 7, which is, I think, the --
18 maybe we looked at the one on January 23rd.

19 A. Which one?

20 Q. I'm sorry. January 23rd.

21 A. Okay.

22 Q. And did MSC curtail its load on January 23 after it
23 received this notice?

24 A. I don't know.

1 Q. Okay. Did you receive this notice on January 23?

2 A. Yes.

3 Q. And were you at the plant when you received the
4 notice?

5 A. I don't believe I was at the plant.

6 Q. Okay. And do you not know whether MSC curtailed,
7 because you were not involved in the shutdown procedures?

8 A. Well, I just don't recall. I would -- my
9 recollection is that there were some voluntary curtailments
10 that we did curtail, but I don't believe we did all of them.
11 I'm not sure if on the 23rd if we complied with that or
12 not.

13 Q. Okay. And the other voluntary events based on --
14 are these copies of all the notices you received in 2013 and
15 2014?

16 A. I believe that's true, yes.

17 Q. So if we look at those, it looks like there was what
18 was determined to eventually be a curtailment event on March
19 4th, this one on January 23, one on January 8, and one on
20 January 7. And do you recall whether MSC curtailed in
21 response to the events on January 7 or 8?

22 A. No, I don't recall specifically which one.

23 MS. McBRIDE: Okay. That's all I have.

24 Thank you very much for your time.

1 THE WITNESS: Thank you.

2 MR. SMITH: We will reserve to read.

3 (Deposition concluded and witness excused
4 at 3:18 p.m.)

5 (Signature reserved.)

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The Toledo Edison Company
Toledo, Ohio

P.U.C.O. No. 8

Sheet 101
1" 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 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:

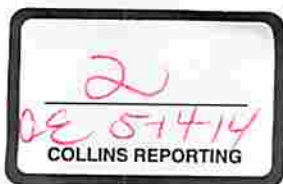
$$\text{EBT Charge} = (\text{AL} \times \text{MPD}) \times (1 + \text{LAF}) \times \{1/(1 - \text{CAF})\}$$

Filed pursuant to Order dated August 25, 2010, in Case No. 10-388-EL-SSO, before

The Public Utilities Commission of Ohio

Issued by: Charles E. Jones Jr., President

Effective: June 1, 2011



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:

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

Program Credit ("PC"):

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

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

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 customer's 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.

Filed pursuant to Order dated August 25, 2010, in Case No. 10-388-EL-SSO, before

The Public Utilities Commission of Ohio

Issued by: Charles E. Jones Jr., President

Effective: June 1, 2011

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.

SIGNATURE PAGE

Date of Deposition: May 14, 2014

Correction page(s) enclosed? Yes____ No____

How many correction pages?_____

Jim Augsburger Date

- - -

Please return this signed signature page along with
correction page(s) to:

COLLINS REPORTING SERVICE, INC.
405 North Huron Street
Toledo, Ohio 43604
(419) 255-1010

Worksheet No.: AE14-2887

C E R T I F I C A T E

I, Angela Ellis, a Notary Public in and for the State of Ohio, duly commissioned and qualified, do hereby certify that the within-named witness was by me first duly sworn to tell the truth, the whole truth, and nothing but the truth in the cause aforesaid; that the testimony then given was by me reduced to stenotype in the presence of said witness and afterwards transcribed; that the foregoing is a true and correct transcription of the testimony so given as aforesaid.

I do further certify that this deposition was taken at the time and place in the foregoing caption specified.

I do further certify that I am not a relative, employee of or attorney for any of the parties in this action; that I am not a relative or employee of an attorney of any of the parties in this action; that I am not financially interested in this action, nor am I or the court reporting firm with which I am affiliated under a contract as defined in the applicable civil rule.

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1 IN WITNESS WHEREOF, I have hereunto set my
2 hand and affixed my seal of office at Toledo, Ohio on this
3 ____ day of May, 2014.

4
5 _____
6 Angela Ellis
7 Notary Public
8 in and for the State of Ohio

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10 My Commission expires January 23, 2016.
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Summary: Notice of Filing Deposition Transcript of Complainant's Witness Jim Augsburger electronically filed by Ms. Laura C. McBride on behalf of The Toledo Edison Company