

PC  
FILE

December 21, 2007

Betty McCauley  
Chief of Docketing  
The Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215

SUBJECT:

Case Nos. 07-<sup>1296</sup>1296-EL-ATA  
07-0647-EL-UNC  
05-1500-EL-COI  
89-6008-EL-TRF

RECEIVED-DOCKETING DIV  
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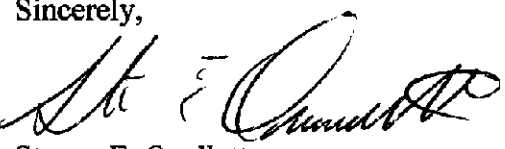
Dear Ms. McCauley:

In response to the Commission's Finding and Order dated March 28, 2007 in Case No. 05-1500-EL-COI, enclosed please find an original and 15 copies of the Partial Service Tariff filing for The Toledo Edison Company.

Please open a new ATA docket and assign a case number. Also please file one copy of this filing in Case No. 07-0647-EL-UNC, one copy in Case No. 05-1500-EL-COI, one copy in Case No. 89-6008-EL-TRF, and return two time-stamped copies (with the assigned case number) in the enclosed envelope.

Should you have any questions, please feel free to call me at 330-761-4200.

Thank you.

Sincerely,  
  
Steven E. Ouellette  
Director, Rates & Regulatory Affairs

Enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business  
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**BEFORE**  
**THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of )  
The Toledo Edison Company for ) Case No. 07- \_\_\_\_\_ -EL-ATA  
Approval of Modifications )  
to Existing Partial Service Schedule )

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1. APPLICANT RESPECTFULLY PROPOSES: (Check applicable proposals)

- |   |   |
|---|---|
| <input type="checkbox"/> New Service  | <input type="checkbox"/> Change in Rule or Regulation |
| <input type="checkbox"/> New Classification   | <input type="checkbox"/> Reduction in Rates           |
| <input type="checkbox"/> Change In Classification   | <input type="checkbox"/> Correction of Error          |
| <input checked="" type="checkbox"/> Other, not involving increase in rates                        |   |
| <input type="checkbox"/> Various Related and Unrelated textual revision, without change in intent |   |

2. DESCRIPTION OF PROPOSAL: Changes to the existing Partial Service Schedule are proposed pursuant to the Commission's Order, in Docket No. 05-1500-EL-COI, issued on March 28, 2007, and reflect the proposed rule changes set forth in said Order and approved by JCAR on October 22, 2007. Also included are several changes that clarify the provisions of the existing schedule.

3. TARIFFS AFFECTED: (If more than 2, use additional sheets)

Tariff Sheet No. 52

4. Attached hereto and made a part hereof are: (Check applicable Exhibits)

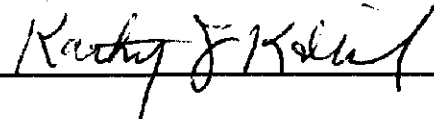
- Exhibit A - existing schedule sheets (to be superseded) if applicable  
 Exhibit B - proposed schedule sheets  
 Exhibit C-1

- a) if new service is proposed, describe;
- b) if new equipment is involved, describe (preferably with a picture, brochure, etc.) and where appropriate, a statement distinguishing proposed service from existing services;
- c) if proposed service results from customer requests, so state, giving if available, the number and type of customers requesting proposed service.

\_\_\_\_\_ Exhibit C-2 - if a change of classification, rule or regulation is proposed, a statement explaining reason for change.

X Exhibit C-3 - statement explaining reason for any proposal not covered in Exhibits C-1 or C-2

5. Applicant respectfully requests the Commission to approve the tariff sheets attached hereto, and to authorize The Toledo Edison Company to file the same in final form, becoming effective on the date, subsequent to filing, to be shown on the proposed schedule which will be filed with the Commission; and to be in the form and content shown in Exhibit B.



\_\_\_\_\_  
Kathy J. Kolich, Senior Attorney  
FirstEnergy Service Company  
76 South Main Street  
Akron, Ohio 44308  
(330) 384-4580

On behalf of The Toledo Edison Company

**TABLE OF CONTENTS**

The following rates, rules and regulations for electric service are applicable throughout Toledo Edison's service territory except as noted.

	<u>Sheet Numbers</u>	<u>Revision</u>
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Small General Service Schedule	45	7 <sup>th</sup> Revised
Medium General Service Schedule	46	8 <sup>th</sup> Revised
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<b>MISCELLANEOUS CHARGES</b>	75	1 <sup>st</sup> Revised

**PARTIAL SERVICE RATE "GS-15"**

**APPLICABILITY:**

Applicable to any Customer with non-synchronous or synchronous, which does not qualify for the Net Metering Rider, electric generation equipment having been established as a Qualifying Facility, or who requires partial service from the Company as back-up, or as a partial electric requirement to another electric source.

**RATE:**

**Capacity Reservation Charge:**

Per kVA of Capacity Reservation  
Per billing Period  
Per Voltage Classification

	<u>Transmission</u> 138 kV and Above	<u>Subtransmission</u> 23 - 34.5 - 69KV	<u>Distribution</u> 4.16 - 12.47 kV
<u>Transmission &amp; Distribution Charge:</u> All kW, per kW	\$1.46	\$2.18	\$2.96
<u>Generation Charge:</u> All kW, per kW	\$1.56	\$1.71	\$1.76

**Demand Charge:**

Whenever the Customer utilizes Supplemental, Back-up or Maintenance power, the demand will be charged as indicated below:

a. Supplemental Demand

The Demand Charge found in the applicable Standard Tariff shall be used to calculate the monthly billing charge for Supplemental power.

b. Back-Up Demand

The Customer shall have the option of either Method A or Method B, below, as the method under which Back-Up Demand shall be calculated. Sixty days prior to the initial one-year contract period, and at least 60 days prior to each succeeding annual period, the Customer shall specify the method chosen. That method shall apply for the full contract period.

**PARTIAL SERVICE RATE "GS-15"**

**Method A:**

The Demand Charge found in the appropriate, applicable Standard Tariff shall be used to calculate the billing period charge for Back-up Demand.

The Capacity Reservation charge for the billing period shall be reduced to the extent that Back-Up Demand, under Method A, is used during the billing period.

**Method B:**

The billing period Demand Charge for Back-Up Power shall be determined by use of daily demand, and will use the appropriate following rate based on service voltage level classification:

<u>Transmission</u>	<u>Subtransmission</u>	<u>Distribution</u>
(138 kV and Above)	(23 - 34.5 - 69 kV)	(4.16 - 12.47 kV)
<u>\$ 0.73</u>	<u>\$ 0.78</u>	<u>\$ 0.83</u>
per kVA per day	per kVA per day	per kVA per day

The above charges consist of ancillary service charges from the applicable Rate Schedule and generation.

Method B is applicable no more than fifteen days a year. If in any billing period the use of Backup Power exceeds fifteen days, the Customer will be billed under Method A for the billing period. The fifteen days in that billing period would not count toward the annual limitation.

Determination of the daily Demand Charge shall be the maximum daily Back-Up Demand times the appropriate above rate. The billing period charge for Back-Up Demand shall be the sum of the billing period's daily Demand Charges.

**Off-Peak Provision for Method B**

If the customer's daily peak demand occurs during off-peak hours, the Billing Demand will be the highest off-peak demand less three-fourths (3/4) of the difference between the highest off-peak demand and the highest onpeak demand for that day.

For purposes of this calculation, off-peak hours are all hours in each day, except the hours between 0800 hours (8:00 a.m.) and 2000 hours (8:00 p.m.), Monday thru Friday, excluding legal holidays specified as exempt by the Company. These holidays are New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and Mondays which are legally designated as a day of observance in lieu of the above holidays when they occur on weekend days. For limited periods, additional days and hours may be considered off-peak at the option of the Company.

**c. Maintenance Demand**

Fifty percent of the demand charge found in the appropriate, applicable Standard Tariff shall be used and prorated based on the number of days that Maintenance Power was used during the billing period.

**PARTIAL SERVICE RATE "GS-15"**

**Energy Charge:**

The charge for energy provided by the Company for Supplemental, Back-Up (Method A), and Maintenance Power shall be that found in the appropriate, applicable Standard Tariff.

The energy charge for Back-Up Power (Method B) shall be 0.49¢ per kWh. This cost recovery will be split between RTC and RSC in proportion to RTC and RSC charges in the applicable Rate Schedule.

**Emergency Power:**

Emergency Power Service can only be obtained from the Company. The following charges apply under this schedule:

Demand Charge per kVA per billing period	\$ 26.60
Energy Charge per kWh per billing period	\$0.146

The Demand Charge will consist of transmission, distribution and generation charges in the same proportion as the Capacity Reservation Charge. The Energy Charge will consist of the RTC and RSC from the appropriate applicable Standard Tariff and generation charges.

**Customer Charge:**

The Customer Charge shall be \$95.50 per month.

**BACK-UP POWER MAXIMUM CHARGE:**

The maximum billing period charge for Back-Up Power shall be those charges for service which would be billed under the appropriate applicable Standard Tariff.

If Back-Up Power is used during the billing period, the billing period charge for Capacity Reservation shall be reduced, to the extent that Back-Up Demand is used.

**MINIMUM CHARGE:**

The monthly minimum charge shall be the sum of the Capacity Reservation charge multiplied by the Capacity Reservation, plus the Customer Charge, plus the minimum charges of any applicable Standard Tariffs.

**RIDERS:**

Except as otherwise noted, the Rates and charges specified above shall be modified in accordance with the applicable Standard Tariff Riders, except for the Net Energy Metering Rider, in effect plus a fuel charge of 1.3371¢ per kWh. The fuel charge is cost recovery and will be split between RTC and RSC in proportion to RTC and RSC charges in the applicable Rate Schedule.

**APPLICABLE RIDERS:**

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

Universal Service Rider	Sheet No. 11
Temporary Rider for EEF	Sheet No. 12
State and Local Tax Rider	Sheet No. 13

## **PARTIAL SERVICE RATE "GS-15"**

### **DETERMINATION OF PARTIAL SERVICE:**

Partial Service Capacity shall be established by the Customer and the Company prior to receiving service under this schedule.

The Customer may request a time dependent Partial Service Capacity level, subject to Company acceptance. The Customer must submit a supply profile for each capacity source sixty (60) days prior to the contract period. The Company has thirty days within which to make any reasonable modifications.

In the event the Customer's alternate supply exceeds the presubmitted supply profile, the Partial Service Capacity will be reestablished at the new supply level for that and comparable time periods, and shall be in effect for the remainder of the contract period, unless otherwise altered hereunder.

In the event the Customer installs additional generating equipment, or the metered Back-Up, Maintenance or Emergency demand in any billing period exceeds the Partial Service Capacity, the Partial Service Capacity shall be reestablished at the new level and remain in force for the remainder of the contract period, unless otherwise altered hereunder.

### **DETERMINATION OF CAPACITY RESERVATION:**

The Capacity Reservation demand shall be specified sixty (60) days in advance of the initial contract period by the Customer and shall be equal to the amount of Customer owned generation or capacity from another electric source for which the Customer desires Back-Up capacity.

In the event the customer requires Emergency power to be supplied by the Company, the Capacity Reservation deemed contracted for thereafter shall be increased by an amount equal to the net demonstrated usage determined by the amount of Emergency power supplied.

The Capacity Reservation shall be in force for the remainder of the contract period, unless otherwise altered hereunder.

### **CONTRACT PROVISIONS:**

The contract period is defined as a one year period and service under this schedule shall be a one-year term and self-renewing for annual periods thereafter. Unless otherwise authorized by the Company, the Customer may cancel service being provided hereunder upon written notice to the Company, received at least sixty (60) days prior to the end of any contract period.

The Capacity Reservation or Partial Service Capacity may be adjusted during any annual term, upon written request by the Customer, subject to the approval of the Company.



### PARTIAL SERVICE RATE "GS-15"

#### MAINTENANCE POWER SCHEDULE:

Maintenance Power shall be supplied under the applicable Standard Tariff, as determined by the Company using the requested level of maintenance demand, and such power shall be provided only on a prescheduled basis. At no time shall the requested Maintenance demand be more than the Partial Service Capacity.

Maintenance Power will be available for up to four weeks per calendar year per generating unit. Of these twenty-eight days, the Customer will be permitted up to two consecutive days of Maintenance power, only during off-peak periods, during each of the summer billing periods. A maintenance day shall constitute any 24 consecutive hour period in which Maintenance power is scheduled. Sixty days (60) prior to the initial one-year contract period, and at least sixty (60) days prior to each succeeding annual period, a maintenance schedule shall be presented to the Company by the Customer. Customers with multiple generating units shall present a maintenance schedule for each unit, and shall specify the level of maintenance demand for each unit. The Company reserves the right to modify the maintenance schedule. Any modifications by the Company must be made with reason within 30 days after the annual maintenance schedule is presented by the Customer.

The Customer may request an adjustment in a scheduled maintenance outage up to three weeks prior to previously scheduled dates. Adjusted dates must be within one week of the previously scheduled dates and shall result in a scheduled outage of the same seasonal and daily characteristics, time and duration as the previously scheduled maintenance outage. Company approval, or disapproval with reason, for such adjustment shall be given within one week of such request.

The Company may cancel a scheduled maintenance outage with reason at any time with seven (7) days notice prior to the beginning of a scheduled maintenance outage if conditions on the Company's system warrant such a cancellation. Such notification of cancellation shall state the reasons for such cancellation. Summer Maintenance power can be canceled by the Company within two days of such dates with reason. Scheduled maintenance outage(s) canceled by the Company shall be rescheduled subject to the mutual agreement of the Customer and the Company.

#### TERMS AND CONDITIONS:

- (1) All terms and conditions, and any other provision not specifically mentioned in this tariff, shall conform to those of the applicable Standard Tariff.
- (2) A Time-of-Day demand meter and a watt-hour meter, equipped with a detent to prevent reverse rotation, shall be used to measure the energy being supplied by the Company to the Customer. A Time-of-Day demand meter and a watt-hour meter, equipped with a detent to prevent reverse rotation, shall be installed to measure the energy provided to the Customer from sources other than the Company. The Customer's monthly electric bill shall be calculated by using measurements obtained from these meters.
- (3) Supplemental power will be calculated by measuring the total capacity and energy that is provided to the Customer by the Company less any Back-up, Emergency or Maintenance power provided to the Customer by the Company. Supplemental power shall be supplied to any Customer under the Company's appropriate, applicable Standard Tariff in effect at the time of service.

The level of firm power requested by the Customer shall determine the appropriate, applicable Standard Tariff.

**PARTIAL SERVICE RATE "GS-15"**

**TERMS AND CONDITIONS (continued):**

- (4) The Customer shall be provided Back-up power during periods of unscheduled outages, but such power shall not exceed the level of the Customer's Partial Service Capacity. Should recorded demand exceed the level of the Capacity Reservation, the additional demand shall be charged at the Emergency Services Demand and Energy Charge. Back-up Power shall be supplied under the Company's appropriate, applicable Standard Tariff in effect at the time of providing service. The level of Capacity Reservation Power requested by the Customer shall determine the appropriate, applicable Standard Tariff. At no time shall the level of Back-up power be used to establish demand levels for Supplemental power.
- (5) Maintenance power shall be supplied to a Partial Service Customer under the appropriate, applicable Standard Tariff in effect at the time of providing service, as determined by the Customer's requested level of Maintenance Demand, and shall be provided on a scheduled basis. At no time will the level of Maintenance Power be used to establish demand levels for Supplemental Power.
- (6) Emergency Power shall be supplied, subject to availability and when there will be no detriment to system service reliability, to a Customer who does not contract with the Company for Capacity Reservation, or for any level of demand that exceeds such Capacity Reservation. At no time will the level of Emergency Power be used to establish levels for Supplemental Power.

**GENERAL RULES:**

- (1) All Customers shall comply with applicable national, state and local codes, standards and regulations.
- (2) All Customers shall comply with the provisions of this schedule, as well as the Company's General Rules and Regulations. The Company reserves the right to refuse or to terminate service under this schedule upon finding that the alternative energy supply will not be installed or is not operating in compliance with this schedule.
- (3) The Customer agrees to be legally responsible for any damage to the Company's facilities resulting from the alternate electrical source or operation of the Customer's generating equipment. The Customer also agrees to indemnify the Company and save it harmless from all damages, costs, claims and expenses to the Company, its employees, successors and assigns, or to any third party arising out of, or related to, the operation of the Customer's generator and equipment associated with the connection of the said equipment to the Company's system, except where such damages, costs, claims and expenses have been occasioned by the sole negligence of the Company, its agents or employees. The Company shall require proof of adequate insurance or bond.

**PARTIAL SERVICE RATE "GS-15"**

**SPECIAL RULES:**

- (1) The Customer's generating equipment must produce a 60 hertz sine wave output, with distortion at a level which is within applicable industry standards, at a voltage compatible with the Company's service voltage at the customer's service location.
- (2) The Customer shall provide the proper electrical devices to disconnect, without intentional time delay, its generating equipment from the Company's system in the event of a supply outage or a supply circuit failure. A manual disconnection device, capable of being padlocked by the Company, must be provided. The Company shall have access to such equipment at all times and be the sole judge of whether any safety or operating hazards exist.
- (3) The Customer will provide the Company with manufacturer's literature describing the electrical characteristics and operation of the proposed generator and associated equipment. The Company shall have the right to refuse connection of any device which it finds incompatible with its electric system.
- (4) The Customer shall pay all Interconnection costs.
- (5) The Customer shall perform and bear all costs associated with maintenance work required for interconnection equipment.
- (6) Sixty (60) days prior to making any changes or modifications to its equipment which materially impacts operation, the Customer shall notify the Company in writing.
- (7) At the time that a Customer permanently ceases operation, all equipment which was necessary to permit interconnected operations, shall be promptly removed. All costs incurred with the removal shall be borne by the Customer.
- (8) Recording meters as specified by the Company shall be installed on the Customer's generating unit(s) at the Customer's expense. All metering equipment shall remain the property of the Company.
- (9) The Company may enter into Individualized agreements with Customers which may deviate from this schedule. Such agreements shall address those significant characteristics of service and cost which would influence a need for an individualized agreement such as, but not limited to the following:
  - a. The ability of the partial service customer to accept interruptible service under back-up conditions;
  - b. Whether the arrangement allows for long term utility planning of least cost capacity availability;
  - c. Whether there is sufficient local facility capacity to serve the load;
  - d. Whether there is sufficient substation capacity to serve the load;
  - e. Whether there is sufficient transmission and generating capacity to serve the load.
- (10) The Company will allow up to a four (4) hour grace period for the Customer to bring its alternative supply back on line in the event of a Company-caused outage of the alternative supply. Upon written notice and proof within ten (10) days by the Customer that a Company service interruption caused such outage, the Company will supply partial service to the Customer through the Supplemental service provisions. This service will continue until restoration of the alternative supply is established but not for longer than four hours after reestablishment of Company service.

## **PARTIAL SERVICE RATE "GS-15"**

### **DEFINITIONS:**

"Qualifying Facility" means a co-generation facility or a small power production facility which is a Qualifying Facility under Subpart 5 of FERC 18 CFR Part 292.

"Sale" means the sale of electric energy or capacity or both by the Company to a Customer under the Partial Service Tariff.

"Interconnection costs" means the reasonable costs incurred by the Company directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a Customer under the Partial Service Tariff to the extent such costs are in excess of the corresponding costs which the Company would have incurred if it had not engaged in interconnection operations, but instead generated an equivalent amount of electric energy itself or purchased an equivalent amount of electric energy or capacity from other sources. Interconnection costs include, but are not limited to, the cost of connection, switching, metering, transmission, distribution, safety provisions and administrative costs. Interconnection costs do not include any costs included in the calculation of avoided costs.

"Supplemental power" means electric energy or capacity or both supplied by the Company regularly used by a Partial Service Customer, in addition to that which the Customer acquires from alternate sources or generates itself.

"Back-up power" means electric energy or capacity supplied by the Company, to replace energy ordinarily obtained by the Customer from other sources or produced by the Customer's generating facility, during an unscheduled outage.

"Maintenance power" means electric energy or capacity supplied by the Company during scheduled outages of the Customer's generating equipment or alternate electric supply.

"Emergency power" means Company supplied electric energy or capacity to a Customer served under the Partial Service Tariff who does not purchase Capacity Reservation Power in an amount sufficient to meet its needs during the period of an unscheduled outage.

"Excitation power" means Company supplied electric energy or capacity required by the Customer served under the Partial Service Tariff to energize generation equipment, transformers and other Customer equipment.

"Capacity Reservation" means the level of demand the Customer contracts for on a monthly basis from the Company and shall be that amount up to or equal to the amount of Customer-owned generation or capacity from another electric source.

"Partial Service Capacity" means that capacity expected to be achieved by the alternate source of electrical supply as determined by, but not limited to, such indicators as nameplate rating of equipment, alternate power supply agreements, transformer or line limitations, or net demonstrated capability.

"Billing Period" or "billing period" means the monthly period over which the Company normally applies its rates and tariffs.

"Full Service Tariff" means the firm power rate tariffs contained in the Company's Schedule of Rates, Rules and Regulations for Electric Service, P.U.C.O. No. 8.

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<b>MISCELLANEOUS CHARGES</b>	75	1 <sup>st</sup> Revised

**PARTIAL SERVICE RATE "GS-15"**

**APPLICABILITY:**

Applicable to any general service Customer with non-synchronous or synchronous, which does not qualify for the Net Metering Rider, electric generation equipment with a combined peak capacity of 100 kW or greater, having been established as a Qualifying Facility, or who requires partial service from the Company as back-up, or as a partial electric requirement to another electric source. This Schedule does not apply to customer-generator facilities taking service under the Company's Optional Standby Service Rider or its Net Energy Metering Rider, provided that the net metering system qualifying under the latter uses as its fuel only either solar, wind, biomass, landfill gas, or hydropower.

A Full Service customer may select either the fixed pricing or the market-based pricing option set forth below. If the customer makes no such selection, the fixed pricing option shall be applied. For purposes of this Schedule, a Full Service customer is one that receives all retail electric services from the Company. The Customer's selection shall be indicated in the Partial Service Contract.

All Generation related charges set forth in this schedule under either the fixed price or market based pricing option shall be in effect until January 1, 2009, on which date such charges shall expire and shall be replaced with charges pursuant to the Company's applicable Standard Service Offer (or its equivalent) in effect at that time for generation service. All other applicable charges, including any applicable transition and rate stabilization charges shall apply.

**FIXED PRICING OPTION**

**RATE:**

**Capacity Reservation Charge:**

Per kVA of Capacity Reservation  
Per billing Period  
Per Voltage Classification

	<u>Transmission</u>	<u>Subtransmission</u>	<u>Distribution</u>
	138 kV and Above	23 - 34.5 - 69KV4.16,--	12.47 kV <u>and secondary voltages</u>
<u>Transmission &amp; Distribution Charge:</u>	All kW, per kW \$1.46	All kW, per kW \$2.18	All kW, per kW \$2.96
<u>Generation Charge:</u>	All kW, per kW \$1.56	All kW, per kW \$1.71	All kW, per kW \$1.76

**Demand Charge:**

Whenever the Customer utilizes Supplemental, Back-up or Maintenance power, the demand will be charged as indicated below:

a. Supplemental Demand

The Demand Charge found in the applicable Standard Tariff shall be used to calculate the monthly billing charge for Supplemental power.

b. Back-Up Demand

The Customer shall have the option of either Method A or Method B, below, as the method under which Back-Up Demand shall be calculated. Sixty days prior to the initial one-year contract period, and at least 60 days prior to each succeeding annual period, the Customer shall specify the method chosen. That method shall apply for the full contract period.

**PARTIAL SERVICE RATE "GS-15"**

**Method A:**

The Demand Charge found in the appropriate, applicable Standard Tariff shall be used to calculate the billing period charge for Back-up Demand.

The Capacity Reservation charge for the billing period shall be reduced to the extent that Back-Up Demand, under Method A, is used during the billing period.

**Method B:**

The billing period Demand Charge for Back-Up Power shall be determined by use of daily demand, and will use the appropriate following rate based on service voltage level classification:

<u>Transmission</u>	<u>Subtransmission</u>	<u>Distribution</u>
(138 kV and Above)	(23 - 34.5 - 69 kV)	(4.16, - 12.47 kV and secondary voltages)
<b>\$ 0.73</b>	<b>\$ 0.78</b>	<b>\$ 0.83</b>
per kVA per day	per kVA per day	per kVA per day

The above charges consist of ancillary service charges from the applicable Rate Schedule and generation.

Method B is applicable no more than fifteen days a year. If in any billing period the use of Backup Power exceeds fifteen days, the Customer will be billed under Method A for the billing period. The fifteen days in that billing period would not count toward the annual limitation.

Determination of the daily Demand Charge shall be the maximum daily Back-Up Demand times the appropriate above rate. The billing period charge for Back-Up Demand shall be the sum of the billing period's daily Demand Charges.

**Off-Peak Provision for Method B**

If the customer's daily peak demand occurs during off-peak hours, the Billing Demand will be the highest off-peak demand less three-fourths (3/4) of the difference between the highest off-peak demand and the highest onpeak demand for that day.

For purposes of this calculation, off-peak hours are all hours in each day, except the hours between 0800 hours (8:00 a.m.) and 2000 hours (8:00 p.m.), Monday thru Friday, excluding legal holidays specified as exempt by the Company. These holidays are New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and Mondays which are legally designated as a day of observance in lieu of the above holidays when they occur on weekend days. For limited periods, additional days and hours may be considered off-peak at the option of the Company.

**c. Maintenance Demand**

Fifty percent of the demand charge found in the appropriate, applicable Standard Tariff shall be used and prorated based on the number of days that Maintenance Power was used during the billing period.

**PARTIAL SERVICE RATE "GS-15"**

**Energy Charge:**

The charge for energy provided by the Company for Supplemental, Back-Up (Method A), and Maintenance Power shall be that found in the appropriate, applicable Standard Tariff.

The energy charge for Back-Up Power (Method B) shall be 0.49¢ per kWh. This cost recovery will be split between RTC and RSC in proportion to RTC and RSC charges in the applicable Rate Schedule.

**Emergency Power:**

Emergency Power Service can only be obtained from the Company. The following charges apply under this schedule:

Demand Charge per kVA per billing period	\$ 26.60
Energy Charge per kWh per billing period	\$0.146

The Demand Charge will consist of transmission, distribution and generation charges in the same proportion as the Capacity Reservation Charge. The Energy Charge will consist of the RTC and RSC from the appropriate applicable Standard Tariff and generation charges.

**Customer Charge:**

The Customer Charge shall be \$95.50 per month.

**BACK-UP POWER MAXIMUM CHARGE:**

The maximum billing period charge for Back-Up Power shall be those charges for service which would be billed under the appropriate applicable Standard Tariff.

If Back-Up Power is used during the billing period, the billing period charge for Capacity Reservation shall be reduced, to the extent that Back-Up Demand is used.

**MINIMUM CHARGE:**

The monthly minimum charge shall be the sum of the Capacity Reservation charge multiplied by the Capacity Reservation, plus the Customer Charge, plus the minimum charges of any applicable Standard Tariffs.

**MARKET BASED PRICING OPTION**

**Backup Generation Service Options:**

The generation charges specified to be applied otherwise in accordance with this Schedule under the Fixed Price Option, will not apply to the Customer who either receives generation services from a Certified Retail Electric Service Provider, or who elects to take Partial Service from the Company under the Market Based Pricing Option set forth below. All other applicable charges, including any applicable transition and rate stabilization charges shall apply.

**Market Based Energy Charge:**

The Market Based Energy Charge (MBEC) is equal to hourly Back-Up energy usage applied to the hourly energy price quotes made publicly available by Midwest ISO, as defined in the Hourly Market Based Price section below.

The Market Based Energy Charge is calculated as follows:

n [GY will format these]

MBEC =  $\sum_{t=1} (kWh_t \times MBPF)$

t=1

Filed pursuant to Order dated June 14, 2004, in Case No. 03-2144 EL-ATA, before

The Public Utilities Commission of Ohio



Where:

kWh<sub>t</sub> = Customer's actual Back-Up kilowatt-hour usage in hour t

MBP<sub>t</sub> = The applicable Hourly Market Based Price, as defined in the Hourly Market Based Price section below, at hour t

t = An hour in the billing period during which Back-Up energy was supplied

n = Total number of hours in the billing period during which Back-Up energy was supplied

Hourly Market Based Price:

The Hourly Market Based Price will be equal to the following:

MBP<sub>t</sub> = (LMP<sub>t</sub> x (1 + LAF))

Where:

- LAF            Loss adjustment factor
- 0.0% for service voltages of 69 kV or greater
- 0.1% for service voltages of 23 kV or greater up to (not including) 69 kV
- 3.0% for service voltages of 2.4 kV or greater up to (not including) 23 kV
- 6.7% for service voltages less than 2.4 kV

LMP<sub>t</sub> = the "Day-Ahead" Locational Marginal Price, or "LMP" as defined and specified by the Midwest ISO at the Commercial Pricing Node labeled "FESR", as this node may be changed or superseded from time to time by the Midwest ISO. In the event there is an error in the LMP reported by the Midwest ISO, the Company shall apply such prices as corrected by the Midwest ISO in monthly billings.

t = An hour in the billing period during which Back-Up energy was supplied

The Company shall not be responsible for failure of the customer to receive and act upon market based quotes. The customer is responsible for its access to the Internet for access to Midwest ISO pricing.

In the event that any MISO costs present themselves due to standby generation service while this Rider is in effect that are not otherwise recovered by the Company, such costs shall be passed through to the customer, upon PUCO approval.

TERMS AND CONDITIONS

RIDERS:

Except as otherwise noted, the Rates and charges specified above shall be modified in accordance with the applicable Standard Tariff Riders, except for the Net Energy Metering Rider, in effect, plus a fuel charge of 1.3371¢ per kWh, and shall be modified in accordance with The Ohio Commercial Activity Tax rate as established in Section 5751.02 of the Ohio Revised Code. The fuel charge includes a cost recovery and will be split between RTC and RSC in proportion to RTC and RSC charges in the applicable Rate Schedule.

Filed pursuant to Order dated June 11, 2004, in Case No. 03-2144 EL-ATA, before

The Public Utilities Commission of Ohio

Issued by: Anthony J. Alexander, President

Effective: January 1, 2006

**APPLICABLE RIDERS:**

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

Universal Service Rider	Sheet No. 11
Temporary Rider for EEF	Sheet No. 12
State and Local Tax Rider	Sheet No. 13

**PARTIAL SERVICE RATE "GS-15"**

**DETERMINATION OF PARTIAL SERVICE:**

Partial Service Capacity shall be established by the Customer and the Company prior to receiving service under this schedule.

The Customer may request a time dependent Partial Service Capacity level, subject to Company acceptance. The Customer must submit a supply profile for each capacity source sixty (60) days prior to the contract period. The Company has thirty days within which to make any reasonable modifications.

In the event the Customer's alternate supply exceeds the presubmitted supply profile, the Partial Service Capacity will be reestablished at the new supply level for that and comparable time periods, and shall be in effect for the remainder of the contract period, unless otherwise altered hereunder.

In the event the Customer installs additional generating equipment, or the metered Back-Up, Maintenance or Emergency demand in any billing period exceeds the Partial Service Capacity, the Partial Service Capacity shall be reestablished at the new level and remain in force for the remainder of the contract period, unless otherwise altered hereunder.

**DETERMINATION OF CAPACITY RESERVATION:**

The Capacity Reservation demand shall be specified sixty (60) days in advance of the initial contract period by the Customer and shall be equal to the amount of Customer owned generation or capacity from another electric source for which the Customer desires Back-Up capacity.

In the event the customer requires Emergency power to be supplied by the Company, the Capacity Reservation deemed contracted for thereafter shall be increased by an amount equal to the net demonstrated usage determined by the amount of Emergency power supplied.

The Capacity Reservation shall be in force for the remainder of the contract period, unless otherwise altered hereunder.

**CONTRACT PROVISIONS:**

~~In order to receive service the contract period is defined as a one year period and service under this schedule, customer must enter into a Partial Service Contract, the initial term of which shall be a one-year term and with self-renewing for annual periods thereafter. Unless and until a party provides otherwise authorized by the Company, the Customer may cancel service being provided hereunder upon the other with written notice to terminate the Company, received agreement at least sixty (60) days prior to the end of any contract or renewal period.~~

The Capacity Reservation or Partial Service Capacity may be adjusted during any annual term, upon written request by the Customer, subject to the approval of the Company.

### PARTIAL SERVICE RATE "GS-15"

#### MAINTENANCE POWER SCHEDULE:

Maintenance Power shall be supplied under the applicable Standard Tariff, as determined by the Company using the requested level of maintenance demand, and such power shall be provided only on a prescheduled basis. At no time shall the requested Maintenance demand be more than the Partial Service Capacity.

Maintenance Power will be available for up to four weeks per calendar year per generating unit. Of these twenty-eight days, the Customer will be permitted up to two consecutive days of Maintenance power, only during off-peak periods, during each of the summer billing periods. A maintenance day shall constitute any 24 consecutive hour period in which Maintenance power is scheduled. Sixty days (60) prior to the initial one-year contract period, and at least sixty (60) days prior to each succeeding annual period, a maintenance schedule shall be presented to the Company by the Customer. Customers with multiple generating units shall present a maintenance schedule for each unit, and shall specify the level of maintenance demand for each unit. The Company reserves the right to modify the maintenance schedule. Any modifications by the Company must be made with reason within 30 days after the annual maintenance schedule is presented by the Customer.

The Customer may request in writing an adjustment in a scheduled maintenance outage up to three weeks prior to previously scheduled dates. Adjusted dates must be within one week of the previously scheduled dates and shall result in a scheduled outage of the same seasonal and daily characteristics, time and duration as the previously scheduled maintenance outage. Company approval, or disapproval with reason, for such adjustment shall be given within one week of such request.

The Company may cancel a scheduled maintenance outage with reason at any time with seven (7) days notice prior to the beginning of a scheduled maintenance outage if conditions on the Company's system warrant such a cancellation. Such notification of cancellation shall state the reasons for such cancellation. Summer Maintenance power can be canceled by the Company within two days of such dates with reason. Scheduled maintenance outage(s) canceled by the Company shall be rescheduled subject to the mutual agreement of the Customer and the Company.

#### OTHER TERMS AND CONDITIONS:

- (1) All terms and conditions, and any other provision not specifically mentioned in this tariff, shall conform to those of the applicable Standard Tariff.
- (2) All energy sources shall be metered. The customer is responsible for providing a working dedicated telephone line for metering purposes at each metering point and shall pay the Company any and all expenses involved in providing and/or installing interval metering equipment. Maintenance of the meter(s) will be the responsibility of the Company, which will own the meter(s). A Time of Day demand meter and a watt hour meter, equipped with a detent to prevent reverse rotation, shall be used to measure the energy being supplied by the Company to the Customer. A Time of Day demand meter and a watt hour meter, equipped with a detent to prevent reverse rotation, shall be installed to measure the energy provided to the Customer from sources other than the Company. The Customer's monthly electric bill shall be calculated by using measurements obtained from these meters.
- (3) Supplemental power will be calculated by measuring the total capacity and energy that is provided to the Customer by the Company less any Back-up, Emergency or Maintenance power provided to the Customer by the Company. Supplemental power shall be supplied to any Customer under the Company's appropriate, applicable Standard Tariff in effect at the time of service.

The level of firm power requested by the Customer shall determine the appropriate, applicable Standard Tariff.

**PARTIAL SERVICE RATE "GS-15"**

**OTHER TERMS AND CONDITIONS (continued):**

- (4) The Customer shall be provided Back-up power during periods of unscheduled outages supplied under the Company's appropriate, applicable Rate Schedule in effect at the time of providing service, but such power shall not exceed the level of the Customer's Partial Service Capacity. Should recorded demand exceed the level of the Capacity Reservation, the additional demand shall be charged at the Emergency Services Demand and Energy Charge. Back-up Power shall be supplied under the Company's appropriate, applicable Standard Tariff in effect at the time of providing service. The level of Capacity Reservation Power requested by the Customer shall determine the appropriate, applicable Standard Tariff. At no time shall the level of Back-up power be used to establish demand levels for Supplemental power.
- (5) Maintenance power shall be supplied to a Partial Service Customer under the appropriate, applicable Standard Tariff in effect at the time of providing service, as determined by the Customer's requested level of Maintenance Demand, and shall be provided on a scheduled basis. At no time will the level of Maintenance Power be used to establish demand levels for Supplemental Power.
- (6) Emergency Power shall be supplied, subject to availability and when there will be no detriment to system service reliability, to a Customer who does not contract with the Company for Capacity Reservation, or for any level of demand that exceeds such Capacity Reservation. At no time will the level of Emergency Power be used to establish levels for Supplemental Power.

**GENERAL RULES:**

- (1) All Customers shall comply with applicable national, state and local codes, standards and regulations.
- (2) All Customers shall comply with the provisions of this schedule, as well as the Company's General Rules and Regulations. The Company reserves the right to refuse or to terminate service under this schedule upon finding that the alternative energy supply will not be installed or is not operating in compliance with this schedule.
- (3) The Customer agrees to be legally responsible for any damage to the Company's facilities resulting from the alternate electrical source or operation of the Customer's generating equipment. The Customer also agrees to indemnify the Company and save it harmless from all damages, costs, claims and expenses to the Company, its employees, successors and assigns, or to any third party arising out of, or related to, the operation of the Customer's generator and equipment associated with the connection of the said equipment to the Company's system, except where such damages, costs, claims and expenses have been occasioned by the sole negligence of the Company, its agents or employees. The Company shall require proof of adequate insurance or bond.
- (4) If a partial service contract is not in effect during the period partial service is provided by the Company, the customer shall be charged the Capacity Reservation Charge as set forth herein. The Capacity Reservation demand applicable to such customer shall be the peak capacity of the customer's generation source as determined by the interconnection application or as estimated by the Company, as necessary. The customer shall be subject to all provisions of this Schedule, as applicable.

**PARTIAL SERVICE RATE "GS-15"**

**SPECIAL RULES:**

- (1) The Customer's generating equipment must produce a 60 hertz sine wave output, with distortion at a level which is within applicable industry standards, at a voltage compatible with the Company's service voltage at the customer's service location.
- (2) The Customer shall provide the proper electrical devices to disconnect, without intentional time delay, its generating equipment from the Company's system in the event of a supply outage or a supply circuit failure. A manual disconnection device, capable of being padlocked by the Company, must be provided. The Company shall have access to such equipment at all times and be the sole judge of whether any safety or operating hazards exist.
- (3) The Customer will provide the Company with manufacturer's literature describing the electrical characteristics and operation of the proposed generator and associated equipment. The Company shall have the right to refuse connection of any device which it finds incompatible with its electric system.
- (4) The Customer shall pay all Interconnection costs.
- (5) The Customer shall perform and bear all costs associated with maintenance work required for interconnection equipment.
- (6) Sixty (60) days prior to making any changes or modifications to its equipment which materially impacts operation, the Customer shall notify the Company in writing.
- (7) At the time that a Customer permanently ceases operation, all equipment which was necessary to permit interconnected operations, shall be promptly removed. All costs incurred with the removal shall be borne by the Customer.
- ~~(8) Recording meters as specified by the Company shall be installed on the Customer's generating unit(s) at the Customer's expense. All metering equipment shall remain the property of the Company.~~
- ~~(9) The Company may enter into individualized agreements with Customers which may deviate from this schedule. Such agreements shall address those significant characteristics of service and cost which would influence a need for an individualized agreement such as, but not limited to the following:
  - ~~a. The ability of the partial service customer to accept interruptible service under back-up conditions;~~
  - ~~b. Whether the arrangement allows for long term utility planning of least cost capacity availability;~~
  - ~~c. Whether there is sufficient local facility capacity to serve the load;~~
  - ~~d. Whether there is sufficient substation capacity to serve the load;~~
  - ~~e. Whether there is sufficient transmission and generating capacity to serve the load.~~~~
- (498) The Company will allow up to a four (4) hour grace period for the Customer to bring its alternative supply back on line in the event of a Company-caused outage of the alternative supply. Upon written notice and proof within ten (10) days by the Customer that a Company service interruption caused such outage, the Company will supply partial service to the Customer through the Supplemental service provisions. This service will continue until restoration of the alternative supply is established but not for longer than four hours after reestablishment of Company service.

**PARTIAL SERVICE RATE "GS-15"**

**DEFINITIONS:**

"Qualifying Facility" means a co-generation facility or a small power production facility which is a Qualifying Facility under Subpart 5 of FERC 18 CFR Part 292.

"Sale" means the sale of electric energy or capacity or both by the Company to a Customer under the Partial Service Tariff.

"Interconnection costs" means the reasonable costs incurred by the Company directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a Customer under the Partial Service Tariff to the extent such costs are in excess of the corresponding costs which the Company would have incurred if it had not engaged in interconnection operations, but instead generated an equivalent amount of electric energy itself or purchased an equivalent amount of electric energy or capacity from other sources. Interconnection costs include, but are not limited to, the cost of connection, switching, metering, transmission, distribution, safety provisions and administrative costs. Interconnection costs do not include any costs included in the calculation of avoided costs.

"Supplemental power" means electric energy or capacity or both supplied by the Company regularly used by a Partial Service Customer, in addition to that which the Customer acquires from alternate sources or generates itself.

"Back-up power" means electric energy or capacity supplied by the Company, to replace energy ordinarily obtained by the Customer from other sources or produced by the Customer's generating facility, during an unscheduled outage.

"Maintenance power" means electric energy or capacity supplied by the Company during scheduled outages of the Customer's generating equipment or alternate electric supply.

"Emergency power" means Company supplied electric energy or capacity to a Customer served under the Partial Service Tariff who does not purchase Capacity Reservation Power in an amount sufficient to meet its needs during the period of an unscheduled outage.

"Excitation power" means Company supplied electric energy or capacity required by the Customer served under the Partial Service Tariff to energize generation equipment, transformers and other Customer equipment.

"Capacity Reservation" means the level of demand the Customer contracts for on a monthly basis from the Company and shall be that amount up to or equal to the amount of Customer-owned generation or capacity from another electric source.

"Partial Service Capacity" means that capacity expected to be achieved by the alternate source of electrical supply as determined by, but not limited to, such indicators as nameplate rating of equipment, alternate power supply agreements, transformer or line limitations, or net demonstrated capability.

"Billing Period" or "billing period" means the monthly period over which the Company normally applies its rates and tariffs.

"Full Service Tariff" means the firm power rate tariffs contained in the Company's Schedule of Rates, Rules and Regulations for Electric Service, P.U.C.O. No. 8.

