

December 21, 2017

Mrs. Barcy McNeal  
Commission Secretary  
The Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215

SUBJECT: Case Nos. 17-2073-EL-ATA  
89-6008-EL-TRF

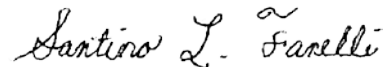
Dear Mrs. McNeal:

In response to and compliance with the Order dated March 31, 2016 in Case No. 14-1297-EL-SSO (“ESP IV”), please find the Application of The Toledo Edison Company for the proposal to replace the Partial Service Rate “GS-15” (PUCO No. 8, Sheet No. 52).

By filing these tariffs, The Toledo Edison Company is not relinquishing or otherwise diminishing its right to withdraw the ESP IV as permitted under R.C. 4928.143.

Please file one copy of the tariffs in Case Nos. 17-2073-EL-ATA and 89-6008-EL-TRF, and two copies to the Staff. Thank you.

Sincerely,



Santino L. Fanelli  
Director, Rates & Regulatory Affairs

Enclosures

**BEFORE**  
**THE PUBLIC UTILITIES COMMISSION OF OHIO**

**Application Not for an Increase in Rates,  
pursuant to Section 4909.18 Revised Code**

In the Matter of the Application of                     )  
The Toledo Edison Company                                 )         Case No. 17-2073-EL-ATA  
for Modification of a Tariff                                 )

---

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"/> Rate Change                  |
| <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:

Amend and replace the existing Partial Service Rate "GS-15" (PUCO No. 8, Sheet No. 52)

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

P.U.C.O. No. 8, The Toledo Edison Company Original 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- Exhibit A - existing schedule sheets (to be superseded) if applicable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;  
Description included on attached Exhibit C-1.
- 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 authorize Applicant to file the same in final form, and to be in the form and content shown in Exhibit B.

Respectfully Submitted,

/s/Robert M. Endris

Robert M. Endris (#0089886)  
FirstEnergy Service Company  
76 South Main Street  
Akron, Ohio 44308  
Telephone: 330-384-5728  
Fax: 330-384-3875  
rendris@firstenergycorp.com  
Attorney for Ohio Edison Company,  
The Cleveland Electric Illuminating  
Company, and The Toledo Edison  
Company

**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	Rider No. 11
Temporary Rider for EEF	Rider No. 12
State and Local Tax Rider	Rider No. 13
Fuel Rider	Rider No. 25
Fuel Cost Recovery Rider	Rider No. 27

**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.

## EXHIBIT B

### PARTIAL SERVICE RATE "GS-15"

#### **Applicability:**

This rider applies to general service customers having generation equipment that does not qualify for The Net Energy 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 capable of supplying a portion of their power requirements other than for emergency purposes. Partial Service includes one or more of the following services; Supplemental Service, Back-up Service, or Maintenance Service which shall be approved in advance by the Company.

#### **Conditions:**

All provisions in the rate schedule which would be applicable to the customer if it were a full service customer related to billing and terms and conditions of service shall apply to service under this rider. The Company's Electric Service Regulations shall apply to the installation and use of electric service.

In applying this rider, or any part thereof, the Company does not waive the right to disconnect a customer who connects or operates equipment in parallel with the Company's system without approval of the Company or who in any way interferes with or jeopardizes service to other customers, endangers others or adversely affects the Company's operations.

#### **Rate:**

**Administrative Charge**  
\$ 95.50 per month

**Monthly Charge:**  
The customer shall contract for capacity sufficient to meet maximum requirements under the applicable rate schedule. All characteristics of service, including pricing, shall be governed by the rate schedule and other applicable riders.

#### **Generation from Certified Suppliers:**

Nothing in this rider is intended to prevent the customer from obtaining generation service from a competitive retail electric services provider.

## EXHIBIT B

### **Facilities and Services:**

The customer shall install required interconnection facilities as set forth in the Interconnection Tariff of the Company. The Company reserves the right to require the customer to pay for all or any portion of the costs associated with providing the facilities specifically required to provide partial service.

### **Partial Service Contract:**

Partial Service hereunder shall be furnished in accordance with a written contract, which by its term shall be in full force and effect for a minimum period of one year and shall continue in force thereafter from year to year. Contracts may be cancelled by either party upon not less than 60 days notice in writing prior to the expiration date of any yearly period under the contract.

The Company may enter into individualized agreements with customers. 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.

### **Definitions:**

"Qualifying Facility" (QF) means a cogeneration facility or a small power production facility which is a Qualifying Facility under Subpart B of FERC 18 Code of Federal Regulations Part 292.

"Supplemental Service" means electric service 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 Service" means electric service 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 Service" means electric service supplied by the Company during scheduled outages of the customer's generating equipment or alternate electric supply.

This application for approval of the Company's Partial Service Rate GS-15 seeks to amend and replace the existing tariff pursuant to the PUCO Order dated 3/31/16 in Case No. 14-1297-EL-SSO: "The Companies will file amended partial service tariffs that minimize risks to other non-shopping customers and reflect the fact that the Companies no longer own generation and source generation for their non-shopping customers via a competitive bid process."

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

**Commission of Ohio Docketing Information System on**

**12/21/2017 11:30:15 AM**

**in**

**Case No(s). 17-2073-EL-ATA, 89-6008-EL-TRF**

Summary: Application For the proposal to replace the Partial Service Rate "GS-15" (PUCO No. 8, Sheet No. 52) electronically filed by Karen A Sweeney on behalf of The Toledo Edison Company and Fanelli, Santino L. Mr.